

LIBER

548



548 01

279049

1. Debtor(s) (Last Name First) and address(es):
 Gelhaus Motor Parts, Inc.
 1750 Mc Guckian Street
 Annapolis, MD 21404

2. Secured Party(ies) and address(es):
 Parts Depot, Inc.
 P. O. Box 13785
 Roanoke, Va 24037

3. Maturity date (if any):
 For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
 Inventory, contract rights, choses in action, general intangibles, furniture, fixtures, & equipment and replacements and proceeds.

5. Assignee(s) of Secured Party and Address(es)



This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered, Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Gelhaus Motor Parts, Inc.

Parts Depot, Inc.

By:

J. Howard Williams, Pres
 Signature(s) of Debtor(s)

By:

Len A. Hall
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

548 PAGE 02

279050

PARTIES
 Debtor name (last name first if individual) and mailing address:
 LATIMER LARRY R.
 LOT 18 CENTER ST. MIDWAY MHP
 LAUREL MD 20707

Filing No. (stamped by filing officer):
 Date, Time, Filing Office (stamped by filing officer):

Debtor name (last name first if individual) and mailing address:
 LOT 18 CENTER ST. MIDWAY MHP
 LAUREL MD 20707

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)
 Secretary of the Commonwealth
 Prothonotary of _____ County
 real estate records of _____ County

Debtor name (last name first if individual) and mailing address:

Number of Additional Sheets (if any):
 Optional Special Identification (Max. 10 characters):

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
 KONA MH BROKERS & ASSOC., INC.
 P.O. BOX 540
 HANOVER, MD 21076

COLLATERAL
 Identify collateral by item and/or type:
 1983 LIBERTY 14 X 70
 SERIAL # 08L-52074 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
 GREEN TREE ACCEPTANCE, INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE, VA 22192

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):
 a. crops growing or to be grown on -
 b. goods which are or are to become fixtures on -
 c. minerals or the like (including oil and gas) as extracted on -
 d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -
 the following real estate:
 Street Address:
 Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
 for _____ County, Uniform Parcel Identifier _____
 Described on Additional Sheet
 Name of record owner (required only if no Debtor has an interest of record):

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)
 This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):
 a. acquired after a change of name, identity or corporate structure of the Debtor.
 b. as to which the filing has lapsed.
 c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county
 when the Debtor's residence or place of business was moved to this county.
 d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania
 when the Debtor's location was moved to Pennsylvania
 e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

DEBTOR SIGNATURE(S)
 Debtor Signature(s):
 LATIMER LARRY R. *Larry R. Latimer*

Secured Party Signature(s)
 (required only if box(es) is checked above):
 KONA MH BROKERS & ASSOC., INC.
Sara Kappelka-agent

RETURN RECEIPT TO:
 GREEN TREE ACCEPTANCE, INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE, VA 22192

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on
reverse side of page 4 before completing

279051

PARTIES

Debtor name (last name first if individual) and mailing address:

HATCHER DONALD E.
31 WAYSONS COURT
LOTHIAN MD 20711

548

Filing No. (stamped by filing officer)

Date, Time, Filing Office (stamped by filing officer)

5

Debtor name (last name first if individual) and mailing address:

HATCHER DEBORAH A.
31 WAYSONS COURT
LOTHIAN MD 20711

1a

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County
- real estate records of _____ County



6

7

8

Debtor name (last name first if individual) and mailing address:

1b

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

1990 SKYLINE SUNWOOD 24 X 60
SERIAL # 3111-0548ABZ AND INCLUDING ALL FURNITURE, FIXTURES,
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT
DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS
DEFINED AT 18 CFR 444.1(I) OR THE STATE LAW
EQUIVALENT STATUTE."

(check only if desired) Products of the collateral are also covered

9

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):

- a crops growing or to be grown on -
- b goods which are or are to become fixtures on -
- c minerals or the like (including oil and gas) as extracted on -
- d accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

HATCHER DONALD E. *X Donald E. Hatcher*

HATCHER DEBORAH A. *X Deborah A. Hatcher*

1a

11

1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE, VA 22192

12

STANDARD FORM - FORM UCC-1 (1-1-89)
Approved by Secretary of Commonwealth of Pennsylvania

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN, 55303
(612) 421-1713

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
ACCENT MOBILE HOMES
7401 MOORE ROAD
BRANDYWINE, MD 20613

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBRIDGE, VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)
 This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):
 a. acquired after a change of name, identity or corporate structure of the Debtor.
 b. as to which the filing has lapsed.
 c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county
 when the Debtor's residence or place of business was moved to this county
 d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania
 when the Debtor's location was moved to Pennsylvania.
 e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement)

Secured Party Signature(s)
(required only if box(es) is checked above):
 ACCENT MOBILE HOMES
Sara Kapalka-agent

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ 162,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) _____ Address(es) _____
 Professional Construction Services, Inc. 1012 Cape Saint Claire Road
 Annapolis, Maryland 21041

6 Secured Party _____ Address Real Estate Industries Group
 MARYLAND NATIONAL BANK ~~XXXXXXXXXX~~ 10 Church Circle
 Attention: Harrell Copeland ~~XXXXXXXXXX~~ 2nd. Floor
~~XXXXXXXXXXXXXXXXXXXX~~ Annapolis, Md. 21401

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated October 12 1989 from Debtor(s) to Margaret Kirmil and Constance Creamer Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)
 Professional Construction Services, Inc.
 By: JAMES W. THOMASSON, JR., (SEAL)
 Vice-President
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

Secured Party
 MARYLAND NATIONAL BANK
 By: Harrell Copeland (SEAL)
Harrell Copeland, Vice President
 Type name and title

Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

EXHIBIT A

BOOK 548 PAGE 115

BEING KNOWN AND DESIGNATED as Lot Nos. 12 and 13, as shown on a Plat
entitled "Plat 2 of 3, STONINGTON ON THE MAGOTHY" and recorded in Plat
Book 106, folio 22 and amended plat recorded at Plat Book 119, folio
22 among the Land Records of Anne Arundel County.

Ref to Maryland Natl Book

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279053

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 9-12-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard H. Madow, D.D.S.
Address 483 Old Mill Center, Millersville, MD 21108

2. SECURED PARTY

Name Benco Dental Supply Co.
Address 11 Bear Creek Boulevard, Wilkes-Barre, PA 18702
Germantown Savings Bank, City Line & Belmont Avenues, Bala Cynwyd, PA 19004
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 9-12-94

4. This financing statement covers the following types (or items) of property: (list)

- (1) Kaycor Panoura-10SU Standup Pan X-Ray; SN#ZC-13
(1) Kaycor Free Standing Base F/Pan 10SU

Name and address of Assignee
Germantown Savings Bank
City Line & Belmont Avenues
Bala Cynwyd, PA 19004

DATE
PAGES
DEBTORS
REC. TAX

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

RICHARD H. MADOW, D.D.S.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

L. E. Cohen, Pres.

(Signature of Secured Party)

BENCO DENTAL SUPPLY CO.

Type or Print Above Signature on Above Line

PARTIES

Debtor name (last name first if individual) and mailing address:
WOBBE WILLIAM H.
4745 H FLANDERS LANE
HARWOOD MD 20776

Debtor name (last name first if individual) and mailing address:
4745 H FLANDERS LANE
HARWOOD MD 20776

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
PROFESSIONAL MH BROKERS
10401 LANHAM-SEVERN ROAD
LANHAM, MD 20706

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):
a. acquired after a change of name, identity or corporate structure of the Debtor.
b. as to which the filing has lapsed.
c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county
 when the Debtor's residence or place of business was moved to this county
d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania
 when the Debtor's location was moved to Pennsylvania
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

PROFESSIONAL MH BROKERS
Sara Kapalka-agent

STANDARD FORM - FORM UCC-1 (1-1-89)
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
279055 **548** **PAGE 08**
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): **Date, Time, Filing Office** (stamped by filing officer):

This **Financing Statement** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)
 Secretary of the Commonwealth
 Prothonotary of _____ County
 real estate records of _____ County

Number of Additional Sheets (if any):
Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:
1982 REDMAN NEWHOOD 14 X 70
SERIAL # 12211896 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO/ INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(K) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):
a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -
the following real estate:
Street Address
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet
Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):
1 WOBBE WILLIAM H. *William H. Wobbe*
1a
1b

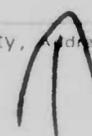
RETURN RECEIPT TO:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

FILING OFFICE ORIGINAL
NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN, 55303
(612) 421-1713

279056

EX. 548 PAGE 09

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) James Adrian Heath T/A Heath Excavating 6351 Barnett Avenue MACHINE LOCATED IN CROFTON MD M-35611	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es) 	For Filing Officer

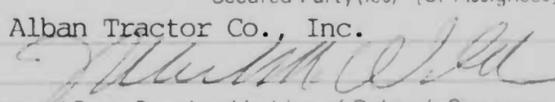
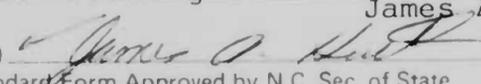
(5) This Financing Statement Covers the Following types [or items] of property.

One (1) Caterpillar Model #953 Track Loader S/N 20Z01967



Products of the Collateral Are Also Covered.

NOT SUBJECT TO RECORDATION TAX

(6) Signatures: Debtor(s) James Adrian Heath T/A Heath Excavating	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. 
(By)  Standard Form Approved by N.C. Sec. of State and other states shown above.	Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

1050

UCC-1

279057

548 PAGE 10

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 11,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Dorothy Soethe
(Name)
930 Juliet Lane
(Address)
Arnold, Md. 21012

Attn: Stephanie P. Yancy
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Md. 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

IBM Computers

- Model 25 Serial #23-0327526
- Model 25 Serial #23-0327452
- Model 25 Serial #23-0327541
- Model 25 Serial #23-0327136
- ProPrinter Serial #112007283
- ProPrinter Serial #112007188

Nth Corporation

Nth External drive Serial #23579



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNEE)

(Seal)
Dorothy Soethe
(Signature)
Dorothy Soethe
(Print or Type Name)

(Seal)

(Signature)

(Print or Type Name)

Handwritten marks: 11, 77, 50

279058

FINANCING STATEMENT FORM UCC-1

Identifying File No. 548 PAGE 11

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bird of Paradise Salon, Inc.

Address 163 E. Jennifer Rd. Annapolis, MD 21401

2. SECURED PARTY

Name Midlantic Commercial Leasing Corp.

Address 225 W. 34th St.

New York, NY 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 6-Trimline station
- 6-48"x30" Mirror
- 6-C-ST-091 Antionette Hydr. Style Chair
- 2-MM5087 Shampoo Station
- 2-Imperial Bowles #200 w/500 Fixture VB
- 2-C-SH095 Antoinette Shampoo Chairs
- 2-Imperial deluxe A.C. dryers
- 1-MM5086 Pedicure units
- 1-8'0" custom bench unit w/0 arms
- 3-4'0" wide retail units bottoms only cabinets
- 1-MM 5079 Waxing Table
- 1-MM 5082 x Manicure table-straight front
- Together with all additions, accessions and/or replacements of any or all parts thereof.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dean Nelson
(Signature of Debtor)

Dean Nelson, President
Type or Print Above Name on Above Line

(Signature of Debtor)

T. Banks
(Signature of Secured Party)

T. BANKS



PARTIES
Debtor name (last name first if individual) and mailing address:
SNIDER THOMAS W.
PARKWAY VILLAGE LOT
LAUREL MD 20707

Debtor name (last name first if individual) and mailing address:
GOWDMBECK SUVANNA
PARKWAY VILLAGE LOT
LAUREL MD 20707

Debtor name (last name first if individual) and mailing address:
1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
EASTERN HOMES, INC.
8291 WASHINGTON BLVD.
Jessup, MD 20794

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):-
a. acquired after a change of name, identity or corporate structure of the Debtor.
b. as to which the filing has lapsed.
c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county
 when the Debtor's residence or place of business was moved to this county.
d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania
 when the Debtor's location was moved to Pennsylvania
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above)

EASTERN HOMES, INC.
[Signature]

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

279059

Filing No. (stamped by filing officer): 548
Date, Time, Filing Office (stamped by filing officer): PAGE 12

5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth
 Prothonotary of _____ County
 real estate records of _____ County

Number of Additional Sheets (if any): 7
Optional Special Identification (Max 10 characters): 8

COLLATERAL
Identify collateral by item and/or type:
1989 PALM HARBOR HARBOR HOUSE 28 X 52
SERIAL # VPNC-5682AB AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):-
a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate
Street Address:
Described at Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record): 10

DEBTOR SIGNATURE(S)

Debtor Signature(s):
1 SNIDER THOMAS W. *[Signature]*

1a GOWDMBECK SUVANNA *[Signature]*

1b

RETURN RECEIPT TO:
GREEN TREE ACCEPTANCE, INC
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

12

12-00

STATE OF MARYLAND

545 13

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261387

RECORDED IN LIBER 497 FOLIO 98 ON 4/21/86 (DATE)

1. DEBTOR

Name Elpa Corporation, Inc.
Address 7574 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Coca-Cola Financial Corporation
Address 310 North Avenue, Atlanta, Georgia 30313

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination
(Indicate whether amendment, termination, etc.)

486

Dated 10-26-89

COCA-COLA FINANCIAL CORPORATION

(Signature of Secured Party)

Patricia Meyer

Type or Print Above Name on Above Line

STATE OF MARYLAND

548 PAGE 14

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 261386
RECORDED IN LIBER 497 FOLIO 97 ON 4/21/86 (DATE)

1. DEBTOR

Name Baskin-Robbins Ice Cream Store #486
Address 7574 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Coca-Cola Financial Corporation
Address 310 North Avenue, Atlanta, Georgia 30313

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>



486

Dated 10-26-89

COCA-COLA FINANCIAL CORPORATION
(Signature of Secured Party)
Patricia Moyer
Type or Print Above Name on Above Line

(Signature of Secured Party)

REORDER FROM
Registre, Inc.
514 BEECH ST
PO BOX 218
ANOKA, MN 55303
(612) 421-1713

BOOK 548 PAGE 15

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 503 FOLIO 480 ON October 7, 1986 (DATE)

1. DEBTOR

Name MID-ATLANTIC BEVERAGE SERVICE, INC.

Address 6655 Amberton Drive, Elkridge, Maryland 21227

2. SECURED PARTY

Name THE FIRST NATIONAL BANK OF MARYLAND

Address 25 South Charles Street, 14th Floor

Baltimore, Maryland 21202, Attention: Donald L. Benfer

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Amendment

Addresses of both the Debtor and the Secured Party are changed to the addresses set forth above.

1050
Dated 10-24-89

THE FIRST NATIONAL BANK OF MARYLAND
By: Charles Bassaluna
(Signature of Secured Party)

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1
PAGE 16
Identifying File No. 15464

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 279060

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3364.53

If this statement is to be recorded in land records check here.

This financing statement Dated 10-20-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARTIN J. NOLAN
Address 7826 ELBERTA DR. SEVERN, MD. 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P. O. BOX 997

GLEN BURNIE, MD. 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY



CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Martin J. Nolan
(Signature of Debtor)

Martin J. Nolan
Type or Print Above Name on Above Line
(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

Gina Jordan Admin. Asst.
Type or Print Above Signature on Above Line

2450 52

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

279061

Identifying File No. 15398

548 PAGE 17

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1589.67

If this statement is to be recorded in land records check here.

This financing statement Dated 9-20-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MELVIN M. BROWN
Address 7615 LILLY AVE. SEVERN, MD. 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P. O. BOX 997

GLEN BURNIE, MD. 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

FIREARMS VCR

STEREO EQP.

TV

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

BL
CLERK

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Melvin M. Brown
(Signature of Debtor)

MELVIN M. BROWN

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

(Signature of Secured Party)

GINA JORDAN

Type or Print Above Signature on Above Line

11 14 56

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15413

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. 548 PAGE 18

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1039.90

If this statement is to be recorded in land records check here.

This financing statement Dated 09-26-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LINDA L LANE
Address 2 ST IVES DR SEVERNA PARK, MD 21146

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BOX 997

GLEN BURNIE, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5-4-91

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assuree
BL
CLEAN

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Linda L. Lane
(Signature of Debtor)

LINDA L LANE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary Bryant
(Signature of Secured Party)

MARY BRYANT ADMIN ASST.
Type or Print Above Signature on Above Line

115 1050 80

STATE OF MARYLAND

279063

FINANCING STATEMENT FORM 500-1

Identifying File No. 15441

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. 548 PAGE 19

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2553.20

If this statement is to be recorded in land records check here.

This financing statement Dated 10-10-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FREDDIE A. CHEWNING

Address 1473-A BERGER ST. ODENTON, MD. 21113

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P. O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Freddie A. Chewning
(Signature of Debtor)

FREDDIE A. CHEWNING
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.
Type or Print Above Signature on Above Line



11 21 54

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15466

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1259.56

If this statement is to be recorded in land records check here.

This financing statement Dated 10/23/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ronald L. Hoffman

Address 7930 Telegraph Rd. Severn, MD 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997

GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

Certain Conumer Personal Property and other Household Goods: .38 Gun, Lawn Mower, -11 HP, Asst Fishing Rods, Stereo Recievers, RCA TV, TEC 1500 VCR



CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
 (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Signature of Debtor (Handwritten signature of Ronald L. Hoffman)

RONALD L. HOFFMAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Signature of Secured Party (Handwritten signature of Monique J. Herzberger)

MONIQUE J. HERZBERGER, ADMIN ASST
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

Handwritten notes: 1100, 1050, 50

STATE OF MARYLAND

548 PAGE 21

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275369

RECORDED IN LIBER 534 FOLIO 403 ON October 17, 1989 (DATE)

1. DEBTOR

Name American Homes Corporation
Address 647 Revell Highway, Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .50
#602760 0237 802 TOP:38
11/03/89

2. SECURED PARTY

Name Signet Bank/Maryland
Address Post Office Box 1077, Baltimore, MD 21203



H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

*All items of collateral described in the aforesaid financing statement pertaining to Lot Number 1 as shown on plat 2 of 3, of the plats entitled "Cluster Subdivision, Harbour Glen," all of which are duly recorded among the Land Records of Anne Arundel County, Maryland, at Plat Book 105, Pages 23, 24 and 25.

10 30

Dated October 26, 1989

SIGNET BANK/MARYLAND
By: *Gordon DeGeorge*
GORDON DeGEORGE (Signature of Secured Party)
Vice President

Type or Print Above Name on Above Line

ROBLYER & RICHMAN, P.A.
ATTORNEYS AND COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MARYLAND 21401

MN402301.FIS
1840

279065

RECORD FEE 17.00

548 PAGE 22

POSTAGE .50
#602930 0237 R02 T11:51
11/03/89
H. EIRLE SCHAFER
AA CO. CIRCUIT COURT

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: THE CHERWOOD CORPORATION
98 Point Somerset Lane
Severna Park, Maryland 21146
2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK
Real Estate Industries Group
Construction Finance Section
10 Light Street
19th Floor
Baltimore, Maryland 21202

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or

Bl
CUM

1700
33

placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated October 24, 1989 (the "Deed of Trust") executed by the Debtor for the benefit of Constance M. Creamer and Margaret D. Kirmil, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions,

accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTOR:

THE CHERWOOD CORPORATION

By Woodrow S. Hancock, Pres.
Woodrow S. Hancock
President

Filing Officer: After recordation, please return this Financing Statement to:

Jeffrey H. Seibert, Esquire
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

PROPERTY DESCRIPTION

ALL those lots or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 1W, 2W, 3W, 4W, 5W, 6W, 7W, 8W, 9W, 10W and 11W, as shown on a Plat entitled "Administrative Plat, Severn View, Section W" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 113, folio 21.

Mules + Stock bridge

Mail to

TO BE RECORDED AMONG THE
Financing Records

THIS TRANSACTION IS SUBJECT TO
RECORDATION TAXES ON THE AMOUNT
OF \$ 632,000.00 , WHICH HAVE
BEEN PAID TO THE CLERK OF THE
CIRCUIT COURT OF Anne Arundel Co.

BOOK 548 PAGE 26

FINANCING STATEMENT

279066

1. DEBTOR(S) BIGHAM CONSTRUCTION COMPANY, INC.
523 Benfield Road, Severna Park, Maryland 21146

2. SECURED PARTY KEY FEDERAL SAVINGS BANK
7F Gwynns Mill Court, Owings Mills, Maryland 21117

3. This Financing Statement covers the following types of property:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
4. If the above personal property is to be affixed to real property, describe
real property
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
5. Proceeds of collateral are covered.
6. Products of collateral are covered.

DEBTOR(S):

BIGHAM CONSTRUCTION COMPANY, INC.
BY: *Reed C. Bigam*
REED C. BIGHAM, President



AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO:
Dackman, Heyman, Engel & Dackman
2221 Maryland Avenue
Baltimore, Maryland 21218

1100
10

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered

3. The above described goods, property, interest and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel(s) of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcel(s) are more fully described:

BEING FOR THE FIRST all that lot or parcel of ground known and designated as Lot 2 (containing 4.22 acres +) on that certain Plat entitled "Administrative Lot Line Change, Sonde Property" recorded among the Land Records of Anne Arundel County, Maryland, in Book 4568, at page 243. Being part of Lot 2 as shown and designated on that Plat entitled "Minor Subdivision, Sonde Property" recorded among the Land Records of Anne Arundel County, Maryland, in Book 4535, at page 301.

BEING FOR THE SECOND all that lot or parcel of ground known and designated as Lot 4 (containing 2 acres +) on that certain Plat entitled "Minor Subdivision, Sonde Property" recorded among the Land Records of Anne Arundel County, Maryland, in Book 4535, at page 301.

548 DEC 28

279068

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Key Cars, Inc. of Pinellas
Address 13622 66th Street, Largo, Florida 34641

2. SECURED PARTY

Name SouthTrust Bank of Alabama, National Association
Address P. O. Box 2554, Birmingham, Alabama 35290

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto.



RECORD FEE 11.00
POSTAGE .50
#501740 0777 R03 T10:28
11/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Key Cars, Inc. of Pinellas
By: [Signature]

(Signature of Debtor)

Key Cars, Inc. of Pinellas
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11/30

Return to:
J. David Drescher, Esq.
1400 Park Place Tower
Birmingham, Alabama 35203

EXHIBIT A
TO FINANCING STATEMENT

All of the following, wherever located, whether now owned or hereafter acquired, together with all replacements therefor and proceeds (including, but without limitation, insurance proceeds) thereof: (a) Inventory consisting of the Motor Vehicles; (b) Certificates of Title, Applications for Certificates of Title and/or for notation of lien, Accounts, Instruments, General Intangibles, Documents, Chattel Paper and all other rights of the Debtor arising out of, or pertaining to, the Motor Vehicles; (c) The CPM Contract; (d) Rights as seller of the Motor Vehicles and rights to returned or repossessed Motor Vehicles; and (e) All Records pertaining to any of the foregoing. Capitalized terms used in this financing statement are defined in a Credit and Security Agreement between the Debtor and the Secured Party.

548 30

STATE OF MARYLAND

279069

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JLZ Excavating, Inc.

Address 536 Greenblades Court Arnold, MD 21012

2. SECURED PARTY

Name Wilbar & Arnold, Inc.

Address 10025 Richmond Hwy. Lorton, VA 22079

Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061



CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

JLZ Excavating, Inc.

Jeffrey Zimmerman
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Wilbar & Arnold, Inc.

Robert Arnold
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1350

CONDITIONAL SALE CONTRACT NOTE

548 PAGE 31

TO: Wilbar & Arnold, Inc. ("Seller") FROM: JLZ Excavating, Inc. ("Buyer")
30025 Richmond Hwy, Lorton, VA 22079 536 Greenblades Court, Arnold, MD 21012

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of property purchased and financial terms. (1) TIME SALES PRICE \$ 28,840.30, (2) Less DOWN PAYMENT In Cash \$ 1,200.00, (3) Less DOWN PAYMENT IN GOODS (Trade-In Allowance) \$ -0-, (4) CONTRACT PRICE (Time Balance) \$ 27,640.30.

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

536 Greenblades Court, Arnold, Anne Arundel, Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twenty seven thousand six hundred forty and 30/100***** Dollars (\$ 27,640.30) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 1st day of December, 19 89, and continuing on the same date each month thereafter until paid; the first ** installments each being in the amount of \$ ** and the final installment being in the amount of \$ ** with interest from the date hereof on the unpaid amount of said time

balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 27, 19 89 BUYER(S)-MAKER(S):
Accepted: Wilbar & Arnold, Inc. (SEAL) J.L.Z. Excavating, Inc. (SEAL)
By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here)
By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here)

This instrument prepared by _____

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-filteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED.** BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(L.S.)

(Guarantor-Endorser) (Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants and the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Seller accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: October 27, 19 89 Wilbar & Mohr, Inc. (SEAL)
(Corporate Partnership or Trust, Name or Individual Signature)
 By: [Signature] Signature of Seller
(Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279070

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

A.A.C.O.

Name O'Brien Home Sales, Inc.

Address Box 147-A1 Highway 925 S., Waldorf, MD 20602

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

See Exhibit "A" attached hereto and made a part hereof.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature] Controller (Signature of Debtor)

T. NIVEN Controller Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] (Signature of Secured Party)

Thomas E. Myers Treasurer Type or Print Above Signature on Above Line

118

EXHIBIT A

DESCRIPTION OF EQUIPMENT

- *Twenty-eight (28) 230-03602-0 GO 98S MAU 4537 MORGAN OPERATOR'S CHAIRS PUT
- **Five (5) 115-02301-2 SI EN2440 BLK/WAL 24x40 DESKS BLACK/WALNUT
- *Two (2) 340-02405-2 MT 26-2F LT GRY 2 DRAWER LEGAL FILE 28"
- *One (1) 341-02407-2 MT LR4L-42-H LT GRY 4-DR LATERAL 42" WIDE GREY
- *Two (2) 330-30005-1 MT 2DR LOCK & ROD 2 DRAWER FILE LOCK
- **Six (6) 217-11212-5 EH 6300 TA 13-172-16 TAYLOR SIDE CHAIRS MAHOGANY
- *One (1) 230-03602-0 GO 98S MAU 4537 MORGAN OPERATOR'S CHAIR PUT

*Equipment Location: 2191 Defense Hwy. #104
Crofton, MD

**Equipment Location: Rte. 2 Box 62 No. Indian Creek
Charlotte Hall, MD 20622

O'Brien Home Sales, Inc.

Type Full Legal Company Name

Signature

[Handwritten Signature]

T. NGUYEN

Print Name

Signature

Print Name

Contractor

Title

Title

October 20, 1989

Date

October 20, 1989

Date

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 40,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to SDAT, \$166.00, dtd 10-27-89

5. Debtor(s) Name(s): Fine, Bryant, & Wah, P.T., Chartered. Address(es): 4710 Pennington Ave. Baltimore, Maryland 21226
200 Hospital Drive Suite 212 Glen Burnie, Md 21061 LDRU

6. Secured Party: Maryland National Bank Address: Department: Post Office Box 987, Mailstop 022801 Baltimore, Maryland 21203
 Attention: Barbara Lewis

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Fine, Bryant, & Wah, P.T., Chartered Secured Party: Maryland National Bank

By: Wayne D Bryant (Seal)
Type name and title, if any
Wayne D. Bryant, President

By: Mary Jo Taylor (Seal)
Type name and title
Mary Jo Taylor
Vice President

207-95 REV. 1/86

MARYLAND NATIONAL BANK

RETURN TO:
 MARYLAND NATIONAL BANK
 ATTN: LEGAL DOCUMENTATION
 REVIEW UNIT
 P.O. BOX 987
 BALTIMORE, MARYLAND 21203

11-
SU

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 256126 recorded in Liber 484 Folio 20 on 4/12/85 at Clerk of the Circuit Court for Anne Arundel County

1 DEBTOR(S) Robert G. Lisk, M.D., P.A.
 ADDRESS(ES) 8 Crain Highway
Glen Burnie, Maryland 21061

2 SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION Lynn Amos
 ADDRESS MAILSTOP: 500-270; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3 CONTINUATION. The original Financing Statement referred to above is still effective.

4 TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5 ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6 AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 a. Not subject to Recordation Tax.
 b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7 RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8 Debtors have changed name to:
LISK & TATAR, M.D., EAR, NOSE & THROAT SPECIALTY GROUP, P.A.

DEBTOR(S) LISK & TATAR, M.D., EAR, NOSE & THROAT SPECIALTY GROUP, P.A.
 BY Robert G. Lisk, M.D., President (SEAL)
 BY Barry S. Tatar, M.D., Vice President (SEAL)

SECURED PARTY: Maryland National Bank
 BY Jane C. Phillips (SEAL)
Jane C. Phillips, Assistant Vice President

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

Mail To:
 Maryland National Bank
 Attn: AARU
 1713 West Street
 Annapolis, Maryland 21403

158

2007-126 REV 4-86

548 REC 37

279072

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Pleasant Living, Inc., T/A Pleasant Living Convalescent Center Address(es): 3498 Riva Road, Annapolis, Maryland 21401

6. Secured Party Maryland National Bank Address Department Anne Arundel Review Unit
 Attention Lisa Edwards Post Office Box 987, Mailstop 500-270
 Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Pleasant Living, Inc., T/A Pleasant Living Convalescent Center Secured Party: Maryland National Bank
 By: Carl A. Brunetto (Seal) Type name and title, if any Carl A. Brunetto, Vice President
 By: Jan H. Sheehan (Seal) Type name and title Jan H. Sheehan Assistant Vice President

207-95 REV 1/86

MARYLAND NATIONAL BANK

Mail To:
 Maryland National Bank
 Attn: AARU
 1713 West Street
 Annapolis, Maryland 21403

Mail To:
 Maryland National Bank
 Attn: AARU
 1713 West Street
 Annapolis, Maryland 21403

1713

FINANCING STATEMENT FORM UCC 1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 10-27-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.



1. DEBTOR

Name Horace D. Martin D/B/A Martin Concrete Co.,
Address 358 Metropolitan Blvd. Pasadena, Maryland 21122

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.
Address 1805 Cherry Hill Road
Baltimore, Maryland 21230

Please Add Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

THIS COVERS A CONDITIONAL SALES CONTRACT.

(1) Melroe Bobcat Model 743 S/N 5019-48764

Flotation Tires 60" Bucket with teeth.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

ASSIGNEE
Clark Credit Company
500 Circle Drive
Buchanan, Michigan 49107

X

(Signature of Debtor)
Horace D. Martin, Owner
Type or Print Above Signature on Above Line

X

(Signature of Debtor)
Horace D. Martin, Owner
Type or Print Above Signature on Above Line

JOHN C. LOUIS COMPANY, INC.

(Signature of Secured Party)
Wilmer S. Davison, President
Type or Print Above Name on Above Line

Handwritten initials "HDM" in the left margin.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

NOT SUBJECT TO RECORDATION TAX

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name U.S. NAVAL INSTITUTE
Address 2062 GENERALS HIGHWAY, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name Decision Data Computer Corporation
Address One Progress Avenue, Horsham, PA 19044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

(25) 3596-21
AND INCLUDING ALL REPLACEMENT EQUIPMENT
AGT. 825.725.24.036
11/1/89 3 yrs. Circuit Court Clerk of Anne Arundel

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Vincent M. Dadamo, Atty-in-fact

(Signature of Debtor)
VINCENT M. DADAMO, ATTY-IN-FACT
c/o U.S. NAVAL INSTITUTE
c/o Decision Data Computer Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Joel F. Sussman, Treasurer

(Signature of Secured Party)
Joel F. Sussman, Treasurer
Decision Data Computer Corporation

Type or Print Above Signature on Above Line

13500



LEASE/PURCHASE AGREEMENT

548 PAGE 40

TO: DECISION DATA COMPUTER CORPORATION

AGREEMENT NO.: 675-775-74-076

BRANCH OFFICE ADDRESS:

6440 DOBBIN ROAD
SUITE B
COLUMBIA, MD. 21045

BRANCH OFFICE NO.: 878

NAME AND ADDRESS OF PURCHASER:

U.S. NAVAL INSTITUTE
2062 GENERALS HIGHWAY
ANNAPOLIS, MD 21401

CUSTOMER NO.: 16364-0000

The Purchaser agrees to purchase at the prices specified below and Decision Data Computer Corporation (Decision Data) by its acceptance of this Agreement by signature at its Home Office agrees to sell, on the following terms and conditions, the Equipment and features (called Equipment) listed below.

EQUIPMENT TYPE/FEATURE (A)	QTY. (B)	PURCHASE PRICE			INSTALLMENT PURCHASE MONTHLY CHARGE		NO. OF MONTHLY PAYMENTS (H)	INSTALLMENT PURCHASE PRICE	
		PER UNIT		TOTAL	PER UNIT	TOTAL		PER UNIT	TOTAL
		LIST PRICE (C)	QTY. PRICE (D)	QTY. PRICE (E)	(F)	(G)		(I)	(J)
3596-21	25	1,195	749	18,725					
Less DOWN PAYMENT				=	2,215				
AMOUNT FINANCED				=	16,510	565.00	36		\$20,340.00
THREE YEAR MAINTENANCE WARRANTY PER TERMINAL									

CALCULATIONS: Column (E) = (B) x (D) Column (G) = (B) x (F) Column (I) = (F) x (H)
Column (J) = (G) x (H)

Location of Installation. If Equipment is to be at more than one location, use separate continuation sheet for each location.	Total Purchase Price*	\$ 16,510.00
	plus Finance Charge	\$ 3,830.00
	equals Total Lease/Purchase Price	\$ 20,340.00
*Does not include applicable taxes, delivery, installation, interim rent and like charges. See Sections 1, 2, and 6.		

THIS SALE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE. THE PURCHASER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT ALONG WITH ATTACHMENTS OR EXHIBITS, IF ANY, CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. DECISION DATA SHALL NOT BE BOUND BY ANY REPRESENTATION, PROMISE OR INDUCEMENT MADE BY ANY AGENT, EMPLOYEE, REPRESENTATIVE OR OTHER PERSON IN ITS EMPLOY NOT EMBODIED IN THIS AGREEMENT. FURTHER, THE PURCHASER AGREES THAT THIS AGREEMENT SHALL NOT BE BINDING ON DECISION DATA UNLESS ACCEPTED BY AN AUTHORIZED OFFICER AT THE HOME OFFICE OF DECISION DATA.

DECISION DATA COMPUTER CORPORATION
ACCEPTED BY: ROBERT A. PRO
7/7/79 Sr. Vice President
Title and Date

U.S. NAVAL INSTITUTE
ACCEPTED BY: JAMES W. PATTERSON
Name (Type or Print)
James W. Patterson

1. Terms and Charges

This Agreement shall become effective upon its execution by an authorized officer of Decision Data.

The monthly charge for each unit of Equipment shall be due on the first day of the month immediately following the date of installation of such unit of Equipment and on the first day of each month thereafter until the Lease/Purchase Price for such unit has been paid.

The Purchaser shall pay an interim rental charge for the use of each item of Equipment monthly charge. Purchaser shall pay an interim rental charge for the use of each item of Equipment from the date such unit is installed on until the date of the first monthly charge.

Payment of all other charges assessable under the terms of this Agreement shall be made upon the Purchaser's receipt of the invoice therefor.

The Purchaser agrees to pay when due all taxes, however designed, levied or based or whether payable by Decision Data or the Purchaser, on or relating to this Agreement, any payments to be made hereunder or on the Equipment, including without limitation, personal property taxes, state and local sales, use, privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof, paid or payable by Decision Data, exclusive, however, of taxes based on Decision Data's net income.

2. Transportation and Installation
Decision Data will ship the Equipment to the location of installation designated on the face page hereof, F.O.B. Decision Data's plant. The purchaser shall pay all transportation, handling, rigging and draying charges.

3. Usage
The Purchaser shall possess and use the Equipment only in accordance with this Agreement and subject to such other rules as may be prescribed by applicable law. Decision Data shall have the right, upon reasonable notice to the Purchaser, and during the Purchaser's regular business hours, to inspect the Equipment wherever it may be located.

4. Maintenance and Repair
The Purchaser shall, at its expense, maintain the Equipment and all additions, attachments and accessories thereto, in good condition and running order and provide proper supervision and management over its operation in order to preclude its abuse and preserve its operating efficiency until the Total Lease/Purchase Price and all other charges have been paid.

5. Risk of Loss/Title
During the period the Equipment is in transit up to the date of delivery to the Purchaser, Decision Data and its insurers, if any, relieve the Purchaser of responsibility for all risk of loss or damage to the Equipment until the date of delivery, the risk of loss or damage shall be on the Purchaser.

6. Customer Set-Up Equipment: Date of Installation
Decision Data may designate certain Equipment to be Customer Set-Up Equipment ("CSU Equipment") which the Purchaser shall be required to install without the assistance of Decision Data.

7. Net Payments: No Abatement
The monthly payments hereunder are intended to be net to Decision Data. The Purchaser shall not be entitled to any abatement of the monthly payments or other amounts due hereunder or any reduction thereof, including, but not limited to, abatement or reductions due to any present or future claims by the Purchaser against Decision Data or any attorney under this Agreement or otherwise, nor acceptance of any settlement, provided herein, shall this Agreement terminate or the obligations of the Purchaser be affected because of any defect in, damage to, or loss or destruction of all or any part of the Equipment from whatsoever cause, interference with its use or for any other cause or reason whatsoever.

8. Purchase Period
The Purchaser agrees to accept for delivery the total number of items set forth on the face page of this Agreement within six (6) months after this Agreement is executed by an authorized officer of Decision Data (the "Purchase Period").

9. Indemnity
The Purchaser shall indemnify and hold Decision Data harmless from any loss, claim, damage, action, proceeding or expense to persons or property arising out of or in a manner pertaining to the Equipment or this Agreement, except if such is caused by the negligence of Decision Data, which indemnity shall survive the termination of this Agreement.

10. Warranty
The Purchaser will be responsible for assuring the proper use, management and supervision of the Equipment and programs, audit controls, operating methods and office procedures, and for establishing all proper check points necessary for the intended use of the Equipment. The Purchaser agrees that Decision Data will not be liable for any damages caused by the Purchaser's failure to fulfill these responsibilities.

11. Service and Parts
For ninety days commencing on the Date of Installation, Decision Data will maintain each unit of the Equipment in good working order at no charge to the Purchaser. At the Purchaser's request, Decision Data will make all necessary adjustments, repairs and parts replacement. All replaced parts will become the property of Decision Data on an exchange basis.

12. Limitation
The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, disaster, which includes, but is not limited to, fire, flood, water, wind and lightning; transportation, neglect; misuse; failure to provide a suitable environment, which includes, but is not limited to, failure of electric power, air-conditioning, or humidity control; use of supplies; replacement part not supplied by Decision Data; or causes other than ordinary use.

13. Assignment
This Agreement, the Equipment and any monthly payments or other sums due or to become due hereunder, or any part of the foregoing, may be transferred or assigned by Decision Data hereunder. The Purchaser agrees that no such transfers or assignments shall assume any obligation of Decision Data hereunder, and that the obligations of the Purchaser hereunder shall not be subject, as against any such transferee or assignee, to any defenses, setoffs or counterclaims available to the purchaser against Decision Data that same may be asserted only against Decision Data, if otherwise permitted by this Agreement.

14. Security
Decision Data reserves a purchase money security interest in each item of Equipment, including all property presently or hereafter incorporated therein or attached thereto, and to the proceeds of the foregoing, until all amounts due to Decision Data from the Purchaser are paid.

15. Default: Remedies Upon Default
Should the Purchaser (a) default in the payment of any money due hereunder for more than ten (10) days after such sum is due, or (b) default in the performance of any other obligations under this Agreement for more than fifteen (15) days after the Purchaser's receipt of written notice of such default, or (c) default under any other existing or future agreement with Decision Data or (d) cease doing business as a going concern, commit an act of bankruptcy while insolvent or become the subject of any involuntary proceeding under the Bankruptcy Act (and such proceeding is not vacated within thirty (30) days, or (e) remove, sell, transfer, encumber, or otherwise dispose of or attempt to dispose of any part of the Equipment, then the Purchaser shall be deemed to have breached this Agreement.

16. Patent Indemnity
The Purchaser shall defend, at its own expense, any action brought against the Purchaser, or the Equipment, which is based on a claim that the Equipment supplied by Decision Data infringes a United States patent, and Decision Data will pay those costs and damages finally awarded against the Purchaser in any such action which are attributable to any such claim, but such defense and payment are conditional upon the following: (i) that Decision Data shall be notified promptly in writing by the Purchaser of any notice of such claim; and (ii) that Decision Data shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (iii) should the Equipment become, or the United States patent, that the Purchaser shall be deemed to be a claim of infringement of a United States patent, that the Purchaser shall continue using the Equipment and expense either to procure for the Purchaser the right to permit Decision Data, at its option and expense, to replace or modify the same so that they become noninfringing, or to grant the Purchaser a credit for such Equipment as depreciated and accept their return. The depreciation shall be an equal amount per year over the lifetime of the Equipment as established by Decision Data.

17. Limitation of Remedies
Decision Data's entire liability and the Purchaser's exclusive remedy shall be as follows: Decision Data's liability for damages to the Purchaser for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the greater of \$100,000 or twelve (12) monthly charges for the specific unit of Equipment that caused the damage or that are the subject matter of, or are directly related to, the cause of action. The foregoing limitation of liability will not apply to the payment of costs, damages and attorney's fees referred to in the Section entitled "Patent Indemnity", or to claims for personal injury or damage to real property or tangible personal property caused by Decision Data's negligence.

18. Governing Law
This Agreement shall be governed by the law of the Commonwealth of Pennsylvania. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in a writing signed by an authorized representative of the party against whom it is sought to be enforced.

19. Notices
Any notice to be given to Decision Data hereunder shall be in writing and mailed to Decision Data Computer Corporation, 100 Wilbur Road, Harshman, Pennsylvania 19444, or, if to the Purchaser, at the address of the Purchaser shown on this Agreement, or to such other address as either party shall have theretofore designated by notice in writing.

20. Entire Agreement
In the event that any of the terms of this Agreement be or become or are declared to be illegal by any court or tribunal of competent jurisdiction, such terms or term shall be null and void and shall be deemed deleted from this Agreement, and all of the remaining terms of this Agreement shall remain in full force and effect.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

11. Assignment
This Agreement, the Equipment and any monthly payments or other sums due or to become due hereunder, or any part of the foregoing, may be transferred or assigned by Decision Data hereunder. The Purchaser agrees that no such transfers or assignments shall assume any obligation of Decision Data hereunder, and that the obligations of the Purchaser hereunder shall not be subject, as against any such transferee or assignee, to any defenses, setoffs or counterclaims available to the purchaser against Decision Data that same may be asserted only against Decision Data, if otherwise permitted by this Agreement.

12. Security
Decision Data reserves a purchase money security interest in each item of Equipment, including all property presently or hereafter incorporated therein or attached thereto, and to the proceeds of the foregoing, until all amounts due to Decision Data from the Purchaser are paid.

(B) The Equipment, accessories and devices furnished under this Agreement shall, at all times and for all purposes, be considered personal property, notwithstanding the manner or mode of its attachment to the Purchaser's premises. The Purchaser shall keep such Equipment free from liens and encumbrances of any kind and shall not remove said Equipment, accessories and devices from the Purchaser's installation site address set forth on the face page hereof, without Decision Data's prior written consent. The Purchaser agrees to furnish Decision Data, at Decision Data's request, with a landlord's waiver and consent to remove all, if any, of the Equipment that is affixed or to be affixed to realty during the term of this Agreement, such release to be furnished prior to such affixation.

(C) The Purchaser shall be fully responsible for the care and safekeeping of all Equipment, accessories and devices covered hereby after the date of delivery to the Purchaser's premises. The Purchaser shall procure and maintain, fire, extended coverage, vandalism and malicious mischief insurance thereon, during the term hereof, for the full replacement value thereof or the total amount owed by Purchaser under this Agreement, whichever is greater, naming Decision Data as an additional insured and with loss payable to Decision Data and the Purchaser as their interests may appear. In addition, the Purchaser shall procure and maintain such liability insurance coverage as may be required by Decision Data. Evidence of all of such coverage shall be provided by a certificate of insurance, which is to be submitted to Decision Data and shall be satisfactory to Decision Data, such certificate to provide that in the event of cancellation of or material change in the policy, ten (10) days prior written notice of such action shall be given to Decision Data. Decision Data, at its option, may apply any proceeds of such insurance to replace the Equipment or to repay the Purchaser's obligation hereunder. If the Purchaser fails to provide such insurance or within ten (10) days after Decision Data's request fails to deliver the required certificates to Decision Data, then Decision Data may procure and pay for such insurance and add the cost to the next due monthly payment, which the Purchaser agrees to pay. The Purchaser appoints Decision Data as the Purchaser's attorney in fact to make claim for, receive payment and execute and endorse all documents, checks or drafts received in payment for any claim under any policy of insurance. In the event that such policy insurance shall be included under a policy covering the Purchaser's own property, such policy shall contain a clause reading substantially as follows: "... including the property of others which the assured has agreed to insure prior to loss or damage or for which the assured may be liable in the event of loss or damage."

(D) The Purchaser agrees to execute any financing statement and all other documents requested by Decision Data to protect the purchase money security interest in the Equipment hereby assigned by Decision Data, and to comply with state and local requirements for filing and/or recording. If the Purchaser fails to execute any such documents, Decision Data is hereby given the power and authority to execute same and/or local authorities at any time after signature by the Purchaser as a financing statement in order to perfect Decision Data's security interest. Such filing does not constitute acceptance of this Agreement by Decision Data.

13. Default: Remedies Upon Default
Should the Purchaser (a) default in the payment of any money due hereunder for more than ten (10) days after such sum is due, or (b) default in the performance of any other obligations under this Agreement for more than fifteen (15) days after the Purchaser's receipt of written notice of such default, or (c) default under any other existing or future agreement with Decision Data or (d) cease doing business as a going concern, commit an act of bankruptcy while insolvent or become the subject of any involuntary proceeding under the Bankruptcy Act (and such proceeding is not vacated within thirty (30) days, or (e) remove, sell, transfer, encumber, or otherwise dispose of or attempt to dispose of any part of the Equipment, then the Purchaser shall be deemed to have breached this Agreement. In the event of such breach, Decision Data may, at its option do any or all of the following: (i) proceed by appropriate court action, either at law or in equity, to enforce performance by the Purchaser of the applicable terms and conditions of this Agreement or to recover damages therefrom; (ii) terminate this Agreement; (iii) whether or not this Agreement is terminated, breach thereof, (iii) terminate this Agreement; (iii) whether or not returned by the Purchaser, take immediate possession of any or all of the Equipment, enter upon any premises without liability for so doing, wherever situated, and for such purpose, use or lease the Equipment as Decision Data, in its sole discretion shall decide. The Purchaser shall in any event remain fully liable for damages as provided by law and for all costs and expenses incurred by Decision Data on account of such default, including, but not limited to, court costs and reasonable attorney's fees. In the event Decision Data determines to sell the Equipment, it may do so after at least ten (10) days notice before the time of any intended public sale or of the time after which an private sale or other disposition of the Equipment is to be made at which sale Decision Data or its assignees may purchase. The proceeds thereof, less expenses of retaining, repairing, holding, reselling and attorney's fees, shall be credited against the amount unpaid. If after such credit a balance is still due, the Purchaser shall pay such balance forthwith as liquidated damages for breach of this Agreement. Any surplus, however, is to be paid to the Purchaser. The rights afforded Decision Data under this Section shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law. The failure of either party at any time to require performance by the other party of any provision hereof or the waiver by one party of a breach of any provision by the other shall in no way constitute a waiver of any such succeeding breach or affect the right to require such performance at any time thereafter.

14. Patent Indemnity
The Purchaser shall defend, at its own expense, any action brought against the Purchaser, or the Equipment, which is based on a claim that the Equipment supplied by Decision Data infringes a United States patent, and Decision Data will pay those costs and damages finally awarded against the Purchaser in any such action which are attributable to any such claim, but such defense and payment are conditional upon the following: (i) that Decision Data shall be notified promptly in writing by the Purchaser of any notice of such claim; and (ii) that Decision Data shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (iii) should the Equipment become, or the United States patent, that the Purchaser shall be deemed to be a claim of infringement of a United States patent, that the Purchaser shall continue using the Equipment and expense either to procure for the Purchaser the right to permit Decision Data, at its option and expense, to replace or modify the same so that they become noninfringing, or to grant the Purchaser a credit for such Equipment as depreciated and accept their return. The depreciation shall be an equal amount per year over the lifetime of the Equipment as established by Decision Data.

15. Limitation of Remedies
Decision Data's entire liability and the Purchaser's exclusive remedy shall be as follows: Decision Data's liability for damages to the Purchaser for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the greater of \$100,000 or twelve (12) monthly charges for the specific unit of Equipment that caused the damage or that are the subject matter of, or are directly related to, the cause of action. The foregoing limitation of liability will not apply to the payment of costs, damages and attorney's fees referred to in the Section entitled "Patent Indemnity", or to claims for personal injury or damage to real property or tangible personal property caused by Decision Data's negligence.

16. Governing Law
This Agreement shall be governed by the law of the Commonwealth of Pennsylvania. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in a writing signed by an authorized representative of the party against whom it is sought to be enforced.

17. Notices
Any notice to be given to Decision Data hereunder shall be in writing and mailed to Decision Data Computer Corporation, 100 Wilbur Road, Harshman, Pennsylvania 19444, or, if to the Purchaser, at the address of the Purchaser shown on this Agreement, or to such other address as either party shall have theretofore designated by notice in writing.

18. Entire Agreement
In the event that any of the terms of this Agreement be or become or are declared to be illegal by any court or tribunal of competent jurisdiction, such terms or term shall be null and void and shall be deemed deleted from this Agreement, and all of the remaining terms of this Agreement shall remain in full force and effect.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chalet Associates of Jessup DBA Susse Chalet
Address 7300 Crest Mound Road Jessup, MD 20794

2. SECURED PARTY

Name General Electric Capital Corporation
Address P.O. Box 3199 Danbury, CT 06813-3199

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 107 JPR966WR 20" Cable/Remote TV
- 107 Outlet Master Antenna System to receive Channels 2,11,13,45 and 67
- 105 LDS82 Locking Desk Swivel and in and against any and all additions, attachments, accessories and accessions thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or other proceeds thereof.

Name and address of Assignee

Recordation tax paid to the Clerk of the Circuit Court, Anne Arundel, tax based on \$41,666.00

80-0732

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Chuck Wagner
(Signature of Debtor)

Chuck Wagner V.P. Finance & Administration
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Avis Colley
(Signature of Secured Party)

Avis Colley
Type or Print Above Signature on Above Line

12-
294
150



PARTIES

Debtor name (last name first if individual) and mailing address: BUTLER JOHN F. 7959 TELEGRAPH RD. LOT #86 SEVERN MD 21144

Debtor name (last name first if individual) and mailing address: 7959 TELEGRAPH RD. LOT #86 SEVERN MD 21144

Debtor name (last name first if individual) and mailing address: 1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information: CHESAPEAKE MH OF LAUREL, MD 10039 N. SECOND AVENUE LAUREL, MD 20707

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information: GREEN TREE ACCEPTANCE, INC. 3062 PS BUSINESS CENTER WOODBRIDGE, VA 22192

Special Types of Parties (check if applicable): The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
b. as to which the filing has lapsed.
c. already subject to a security interest in another county in Pennsylvania-
d. already subject to a security interest in another jurisdiction-
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected

Secured Party Signature(s) (required only if box(es) is checked above):

CHESAPEAKE MH OF LAUREL, MD Diana S. Kuchemstein, Agent

548 PAGE 43

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1 IMPORTANT-Please read instructions on reverse side of page 4 before completing

279076

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box) Secretary of the Commonwealth, Prothonotary of County, real estate records of County.

Number of Additional Sheets (if any): Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

1987 HOLLY PARK SERIAL # 21954 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

- a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address: Described at: Book of (check one) Deeds Mortgages, at Page(s) for County Uniform Parcel Identifier

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s): BUTLER JOHN F. [Signature]

1a 1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC. 3062 PS BUSINESS CENTER WOODBRIDGE, VA 22192

STATE OF MARYLAND

548 PAGE 44

County

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269102

RECORDED IN LIBER 516 FOLIO 113 ON 8/17/87 (DATE)

1. DEBTOR

Name Chesapeake Building Supply Corporation

Address 815 Central Ave., Linthicum, MD 21090

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A. (Assignee)

Address Box 116 Fayette & St. Paul Sts. Balto., Md. 21203

Atlantic Industrial Credit Corp. 8019 Belair Rd. Balto., Md. 21236

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation [] The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release [] From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment [XXX] The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: [] (Indicate whether amendment, termination, etc.)

C. Assigned to: Harbor Federal Savings & Loan Association 3200 Eastern Ave. Baltimore, Md. 21224 Attn: Debbie Epps

Baltimore Federal Financial F.S.A.

Dated 9/7/89

(Signature of Secured Party) A.R. FROMM, JR.

Type or Print Above Name on Above Line

1650

STATE OF MARYLAND

548 PAGE 45

Anne Arundel County
UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 260503

RECORDED IN LIBER 495 FOLIO 35 ON 2/21/86 (DATE)

1. DEBTOR

Name Lallie, Inc.
Address P.O. Box 6400, Annapolis, MD 21401

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A. (Assignee)
Address Box 116 Fayette & St. Paul Sts. Balto., Md. 21203
Atlantic Industrial Credit Corp. 8019 Belair Rd. Balto., Md. 21236
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> XXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>C. Assigned to: Harbor Federal Savings & Loan Association 3200 Eastern Ave. Baltimore, Md. 21224 Attn: Debbie Epps</p>	

Baltimore Federal Financial F.S.A.

Dated 9/7/89

A R Fromm Jr AUP
(Signature of Secured Party)
A. R. FROMM, JR.
Type or Print Above Name on Above Line

FINANCING STATEMENT

Identifying File No. **279077**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Corman Construction, Inc.

Address 12001 Gildford Road, Annapolis Junction, Maryland 20701
52-1038868

2. SECURED PARTY

Name John Deere Industrial Equipment Company 179586

Address P.O. Box 65090, West DeMoines, IA 50565-0090

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE _____

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property (list)

Make or Manufacturer	Description	Identification Number	Motor Number	Model	Year
John Deere	Wheel Loader	T0710CD	T06359T	710C	1989
	Backhoe	757912	217285		

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Corman Construction, Inc.

John Deere Industrial Equipment Company

J. Roger Pasquale, controller
(Signature of Debtor)

(Signature of Secured Party)

J. ROGER PASQUALE
Type or Print Above Signature on Above Line

Type or Print Above Name on Above Line

Handwritten mark

STATE OF MARYLAND

BOOK 548 PAGE 47

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265741

RECORDED IN LIBER 507 FOLIO 273 ON 1/30/87 (DATE)

1. DEBTOR

Name Butler Aviation International, Inc.

Address 110 Summit Ave. P.O. Box 460 Montvale, NJ 07645

2. SECURED PARTY

Name Citicorp North America, Inc. (formerly known as Citicorp Industrial Credit, Inc.)

Address 200 S. Wacker Dr. Chicago, IL 60606



Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>	

FOR MORE INFORMATION CALL 212 512 2000
212 JAMES ST.
ALBANY, N.Y. 12207

Anne Arundel
C-MD
(55) 02F 1657 5920

Dated _____

Citicorp North America, Inc.
(formerly known as Citicorp Industrial Credit, Inc.)

By: [Signature]
(Signature of Secured Party)

Randolph I. Thornton JR V.P.
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 548 PAGE 48

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265740

RECORDED IN LIBER 507 FOLIO 270 ON January 30, 1987 (DATE)

1. DEBTOR

Name Butler Aviation - Baltimore/Washington, Inc.
Address Baltimore/Washington International Airport, Baltimore, MD 21240

2. SECURED PARTY

Name Citicorp North America, Inc. (formerly known as Citicorp Industrial Credit, Inc.)
Address 200 S. Wacker Dr., Chicago, IL 60606

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: TERMINATION <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above</p>	

Anne Arunde / CMB
02F1657/5920

RETURN ACKNOWLEDGEMENT TO
NATIONAL ARCHIVE
52 JAMES ST.
ALBANY, N.Y. 12207

Dated _____

[Signature]
(Signature of Secured Party)
Citicorp North America, Inc. (formerly known as Citicorp Industrial Credit, Inc.)
Type or Print Above Name on Above Line
Randolph J. Thornton Jr. V.P.

STATE OF MARYLAND

BOOK 548 PAGE 49

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271760

RECORDED IN LIBER 523 FOLIO 320 ON February 24, 1988 (DATE)

1. DEBTOR

Name Butler Aviation - Baltimore/Washington, Inc.

Address Baltimore/Washington International Airport, Baltimore, MD 21240

2. SECURED PARTY

Name Citicorp North America, Inc. (formerly known as Citicorp Industrial Credit, Inc.)

Address 200 S. Wacker Dr., Chicago, IL 60606

ML

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release TERMINATION From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: (Indicate whether amendment, termination, etc.)

The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above

02F1657/5920

Anne Arundel
CAMP

RETURN ACKNOWLEDGEMENT TO
NATIONAL BUREAU OF RECORDS
52 JAMES ST.
ALBANY, N.Y. 12207

Dated _____

(Signature of Secured Party)
Citicorp North America, Inc. (formerly known as
Citicorp Industrial Credit, Inc.)

Type or Print Above Name on Above Line
RANDOLPH I. TRENTON JR V.P.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279078

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Poulos, John D. (Proprietor) dba/ H.A. Hi-Tech Electronics
Address 1948 West Street - Annapolis, MD 21401

2. SECURED PARTY

Name PIONEER ELECTRONICS (USA) INC.
Address 2265 East 220th Street - Long Beach, CA 90810

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All present and hereafter acquired inventory, wherever located, which is manufactured by Pioneer Electronics and distributed by Pioneer Electronics (USA) Inc. *Proceeds of collateral are also covered.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)
XX (Products of collateral are also covered)

H.A. Hi-Tech Electronics

Signature of Debtor

John D. Poulos (Proprietor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

DENNIS FISCHER - VP CONTROLLER
Type or Print Above Signature on Above Line

101

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ 20,000.00

FINANCING STATEMENT

ANDREW CARMICHAEL T/A VERONA PIZZA
Name or Names—Print or Type + SUB SHOP
311 BAYLOR RD. GLEN BURNIE MD, 21061
Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

VASILIOS GIOUTLOS
Name or Names—Print or Type
7509 RITCHIE HWY GLEN BURNIE MD
Address—Street No., City - County State Zip Code 21061

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Schedule "A" attached

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

A Carmichael
(Signature of Debtor)

ANDREW CARMICHAEL
Type or Print

(Signature of Debtor)

Type or Print

(Company, if applicable)

Vasilios Gioutlos
(Signature of Secured Party)

VASILIOS GIOUTLOS
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Randolph N. Blair, Esq. 5 Center Place, Balto. Md. 21222

Use Prop. Form F-1

12.00
140.50

SCHEDULE A

BEEF BUSTER INVENTORY

- | | | |
|-------|--|------------------------|
| 1. | Jet Spray | |
| 2. | Colden Six Foot Deli Case | # 78-2890 |
| 3. | Eagle Scale | #90 A-72708 |
| 4. | Casio Cash Register | #210 ER |
| 5. | Keating Heat Lamp (2) | #2LOR |
| 6. | Delfield Sanwich Unit (2-door) | #156211-T |
| 7. | Toastwell | #W9523 |
| 8. | Can Opener (1) | |
| 9. | Five Foot Stainless Steel Table | #T3060B |
| 10. | Blakel Slicer | #26 608 |
| 11. | 4'x18' Metro Shelves (3) | |
| 12. | 5'x18' Metro Shelves (1) | |
| 13. | 6'x18' Metro Shelves (1) | |
| 14. | Three Foot Stainless Steel Table | #T3636 |
| 15. | Amana Microwave Oven | #RCS710 |
| 16. | Vulcan Six Burner Oven | #L77R |
| 17. | Eagle Deep Fryer | #8705790016 |
| 18. | Pitro Deep Fryer | #859Y84138SLP |
| 19. | Eagle Four Foot Gridle w/
Four Foot Equipment Stand | #T2448GS |
| — 20. | 4'x32" S.S. Pit - | |
| 21. | Imperial Northland Freezer | #A102931 |
| 22. | Four Pot Eagle Steam Table | #8706100095 |
| 23. | Aero Single Hand Sink | #XPHS63WNSF |
| 24. | 14'x48" Hood with Back Drop | |
| 25. | Aero Eight Foot Three Part Sink | #IFL3-2148-4-18-LNRNSF |
| 26. | Assorted Small Ware | |
| 27. | Manitowa 600 Pound Series 600 Ice Maker | #A513-00-222-W |
| 28. | 600" Ice Bin | |
| 29. | Mop Sink (1) | |
| 30. | 3½'x24" Four Shelf Storage Shelf | |
| 31. | Smith Hot Water Heater | |
| 32. | 4'x24" Stainless Steel Shelf | |
| 33. | Four Foot Padded Benches (2) | |
| 34. | Insulated Delivery Bags (2) | |
| 35. | Twenty-six Foot Counter | |
| 36. | Wall Display Signs (3) | |
| 38. | Potato Cutter | |

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279080

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (Lessee)

Name Franklin Selections Inc.
Address 717 K. Hammonds Ferry Rd., Linthicum Heights, MD 21090

2. SECURED PARTY (Lessor)

Name Yale Industrial Trucks-Maryland, Inc.
Address 208 Azar Court, Baltimore, MD 21227

General Electric Capital Corp., P.O. Box 2160, Flemington, NJ 08822
Person And Address To Whom Statement Is To Be Returned If Different From Above.



3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the equipment now or hereafter leased by Lessor to Lessee, including without limitation, the following: (1) Used Yale Gas Forklift GLC050R; and all accessions, additions, replacements and substitutions thereto and therefor and all proceeds, including insurance proceeds, thereof.

Name and address of Assignee
General Electric Capital Corp.
P.O. Box 2160
Flemington, NJ 08822

FILED WITH ANNE ARUNDEL COUNTY, MD

This is a conditional sales contract.

Not subject to recordation tax.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Handwritten signature of Michael Frankel
(Signature of Debtor)

Franklin Selections Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Barbara A. Green
(Signature of Secured Party)

Yale Industrial Trucks-Maryland, Inc.
Type or Print Above Signature on Above Line

11 00
50

FINANCING STATEMENT

548 54

PURCHASE MONEY

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$20,000.00

1. Name of Debtor(s): Schummer, Inc.
Address: P. O. Box 340
Davidsonville, MD 21035

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXX
2001 Davidsonville Rd-Second Floor
Crofton, MD 21114

3. This Financing Statement covers the following types (or items) of property:
One (1) Used Caterpillar 955L Crawler/Loader, Serial #85J11312, (1977), together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached to or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for any products of any of the foregoing property, and proceeds of any and all of the foregoing property.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

(MJ)

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s): Schummer, Inc.
[Signature]
Raymond J. Schummer, President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
[Signature]
By: Jeffrey S. Armiger, AVP
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

140
- 80

FINANCING STATEMENT

279082

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Robert Allen Place, Sr.

Patuxent Mobile Estates #20
Sands Road
Lothian, Maryland 20711

SECURED PARTY



John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201
Towson, Maryland 21204

1. This Financing Statement covers the following types (or items) of property (the collateral).
NEW 1990, Holly Park Homes, Inc. "Forest Ridge" Mobile Home
56 X 14, Brown/White, Serial # 03-FR-11959
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Robert Allen Place Sr.

Secured Party

JOHN HANSON SAVINGS BANK FSB

By Kathryn Rulley

NOTE: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc. which has been assigned to John Hanson Savings Bank FSB.

11.50

548 56

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279083

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Prolith Internatinal
Address 9550 Lynn Buff Court, Laurel, MD 20707

2. SECURED PARTY

Name AGFA FINANCIAL SERVICES, INC.
Address 200 Ballardvale Street
Wilmington, MA 01887

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

System CG9600RS
and related items as more fully set forth on lease dated 9/29/89
Prolith Internatinal and

Name and address of Assignee

AGFA Financial Services, Inc. This filing is being made in the event that contrary to the party's understanding and intent, the lease of the described system is held to be a secured transaction under the uniform commercial code. This filing is made in accordance with Article 9, Section 408.

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor

Type or Print Above Name on Above Line

Signature of Debtor

Type or Print Above Signature on Above Line

Signature of Secured Party

AGFA FINANCIAL SERVICES, INC.

Type or Print Above Signature on Above Line

112

548 57

279081

FINANCING STATEMENT FORM UCC 1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.



1. DEBTOR

Name B.C. Bassford Construction Company

Address 624 Jumpers Hole Road, Severna Park, Md. 21146

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.

Address 1805 Cherry Hill Road

Baltimore, Maryland 21230

Period And Address To Which Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

THIS COVERS A CONDITIONAL SALES CONTRACT.

(1) Melroe Bobcat Loader Model M743 S/N 5019-48737

Flotation tires 60" Bucket w/teeth

1 Beck Trailer Model EL19 S/N 44BH62027KL004430

CHECK [] THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

ASSIGNEE

Clark Credit Company
500 Circle Drive
Buchanan, Michigan 49107

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

B.C. Bassford Construction Company

X [Signature]
(Signature of Debtor)

Bryan C. Bassford Owner

Type or Print Above Signature on Above Line

X [Signature]
(Signature of Debtor)

Bryan C. Bassford Owner

Type or Print Above Signature on Above Line

JOHN C. LOUIS COMPANY, INC.

[Signature]
(Signature of Secured Party)

Wilmer S. Davison, President

Type or Print Above Name on Above Line

1/50

This FINANCING STATEMENT is presented to the Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Crop Genetics Intl 7170 Standard Drive Dorsey MD 21076 M-35480	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co Inc P.O. Box 9595 Baltimore MD 21237	For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) Caterpillar Tractor Model D3C S/N: 5KG01021

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

MD

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

Crop Genetics Intl

Alban Tractor Co Inc

(By) *Thomas P. Bell* Crop Genetics-President

(By) *[Signature]*

Standard Form Approved by N.C. Sec. of State and other states shown above.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

119

UCC-1

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

Robert L. Harris
7997 Nolecrest Road
Glen Burnie MD 21061
M-35376

(2) Secured Party(ies) (Name(s) And Address(es))

Alban Tractor Co Inc
P.O. Box 9595
Baltimore MD 21237



(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Excavator Model 225BLC S/N: 7YD01333

SOLD FROM INVENTORY
NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Robert L. Harris

(By)

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

1/50

MD

Secured Party(ies) [or Assignees]

Alban Tractor Co Inc

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

548 60

279087

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) J. M. Comer Construction Inc. 2100 Slade Lane Forest Hill MD 21050 M-34301	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co Inc P.O. Box 9595 Baltimore MD 21237	 For Filing Officer
MACHINE LOCATED IN ANNAPOLIS, MD (3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>	(4) Assignee(s) of Secured Party, Address(es)	

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) Used Caterpillar Log Skidder 518 S/N: 95U00487

NOT SUBJECT TO RECORDATION TAX
SOLD FROM INVENTORY

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) _____ Secured Party(ies) [or Assignees] _____ MD

J. M. Comer Construction Inc. _____ Alban Tractor Co Inc. _____

(By) Linda Sue Miller Linda Sue Miller-Sec. Treas.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

1130

UCC-1

EX 548 RE 61

279088

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

Robert L. Harris
7997 Nolecrest Road
Glen Burnie MD 21061
M-34271

(2) Secured Party(ies) (Name(s) And Address(es))

Alban Tractor Co Inc
P.O. Box 9595
Baltimore MD 21237



(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) Used Caterpillar Track Loader 963 S/N: 11Z615

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

MD

(6) Signatures: Debtor(s)
Robert L. Harris

Secured Party(ies) [or Assignees]
Alban Tractor Co Inc

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(By)

Standard Form Approved by N.C. Sec. of State and other states shown above.

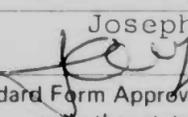
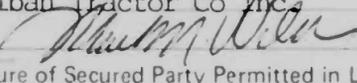
(1) Filing Officer Copy - Numerical

1150

UCC-1

548 REC 62

279089

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Cherry Hill Construction Inc. P.O. Box 356 Jessup MD 20794 Machine located in Montgomery County in 30135	(2) Secured Party(ies) (Name(s) And Address(es) <u>Alban Tractor Co Inc.</u> P.O. Box 9595 Baltimore MD 21237	 For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	
(5) This Financing Statement Covers the Following types [or items] of property. One (1) Used Caterpillar Self-Loading Scraper Model #615C S/N:5TF00041 NOT SUBJECT TO RECORDATION TAX		
<input checked="" type="checkbox"/> Products of the Collateral Are Also Covered.		MD
(6) Signatures: Debtor(s) Cherry Hill Construction Inc. Joseph Kramer-V.P.,. (By)  Standard Form Approved by N.C. Sec. of State and other states shown above. 115	Secured Party(ies) [or Assignees] <u>Alban Tractor Co Inc.</u> (By)  Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See. G.S. 25-9-402 (2)	
		UCC-1

548 63

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
JOHN SIS
4197 Solomons Island Rd.
Harwood, MD 20776

2. Secured Party(ies) and address(es)
SOVRAN BANK
31 Light Street
Baltimore, MD 21202

3. Maturity date (if any):
Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 273486 Book 528
Filed with Anne Brundel Date Filed 6-28 1988 PG 598

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

Send termination to: L-J LEASING COMPANY
P.O. Box 21472
Baltimore, MD 21208-0472

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 6 is applicable).

SOVRAN BANK
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical 1650
STANDARD FORM - FORM UCC-3

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)
SOUTHWARD CORPORATION
1919 LINCOLN DRIVE
ANNAPOLIS, MD 21401

2 Secured Party(ies) and address(es)
NOMA OUTDOOR PRODUCTS INC.
210 AMERICAN DRIVE
JACKSON, TENNESSEE 38308-7000

For Filing Officer (Date, Time, Number, and Filing Office)
M3

4. This financing statement covers the following types (or items) of property
All Inventory, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash instruments, chattel paper, general intangibles, accounts or otherwise).
AS PERTAINS TO NOMA OUTDOOR PRODUCTS, INC

5. Assignee(s) of Secured Party and Address(es)
M3

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if not)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected
Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Filed with:

SOUTHWARD CORPORATION
By: Kenneth R. Wagner
Signature(s) of Debtor(s)

NOMA OUTDOOR PRODUCTS INC.
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

PARTIES

Debtor name (last name first if individual) and mailing address:
 GOSS III JOHN F.
 7959 TELEGRAPH RD. LOT #111
 SEVERN MD 21144

Debtor name (last name first if individual) and mailing address:
 GOSS LORI A.
 7959 TELEGRAPH RD. LOT #111
 SEVERN MD 21144

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
 CHESAPEAKE MH OF LAUREL, MD
 10039 N. SECOND AVENUE
 LAUREL, MD 20707

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
 GREEN TREE ACCEPTANCE, INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE, VA 22192

Special Types of Parties (check if applicable)
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. acquired after a change of name, identity or corporate structure of the Debtor
- b. as to which the filing has lapsed
- c. already subject to a security interest in another county in Pennsylvania:
 - when the collateral was moved to this county
 - when the Debtor's residence or place of business was moved to this county
- d. already subject to a security interest in another jurisdiction:
 - when the collateral was moved to Pennsylvania
 - when the Debtor's location was moved to Pennsylvania
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement)

Secured Party Signature(s)
 (required only if box(es) is checked above)

CHESAPEAKE MH OF LAUREL, MD

Diana A. Rubenstein, Agent

STANDARD FORM - FORM UCC-1 (1-1-89)

Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1
 IMPORTANT-Please read instructions on reverse side of page 4 before completing

548 65 279091

Filing No. (stamped by filing officer) Date, Time, Filing Office (stamped by filing officer)



This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and is to be filed with the (check applicable box)

- Secretary of the Commonwealth
- Prothonotary of _____ County
- real estate records of _____ County

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters)

COLLATERAL

Identify collateral by item and/or type

1980 REDMAN HOMES NEW MOON 14 X 70
 SERIAL # 12209566 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate

Street Address:
 Described at Book _____ of (check one) Deeds Mortgages, at Page(s) _____
 for _____ County Uniform Parcel Identifier _____
 Described on Additional Sheet

Name of record owner (required only if no Debtor has an interest of record)

DEBTOR SIGNATURE(S)

Debtor Signature(s):

GOSS III JOHN F.

John F. Goss III

GOSS LORI A.

Lori Ann Goss

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
 WOODBRIDGE, VA 22192

FILING OFFICE ORIGINAL
 NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registree, Inc.
 514 PIERCE ST.
 P.O. BOX 218
 ANOKA, MN 55303
 (612) 421-1713

12

NOV 548 PM 66

279092

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

Scriba Welding Inc.

1. Debtor(s):

Name or Names—Print or Type
 256 Severn Road Millersville Ann Arundel Md. 21108
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

THE LINCOLN ELECTRIC CO
 Name or Names—Print or Type
 22801 ST. CLAIR AVE, CLEVELAND, OH 44117-1199
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
 ARC WELDING EQPT
 Lincoln DC-250 weld machine, Serial No. AC-689367

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
 7. Products of collateral are are not covered.

DEBTOR(S):

Frederick C. Scriba
 (Signature of Debtor)
 Frederick C. Scriba, Pres.
 Type or Print
 SCRIBA WELDING INC
 (Signature of Debtor)
 Type or Print

SECURED PARTY:

THE LINCOLN ELECTRIC CO
 (Company, if applicable)
Richard Trivisonno, CREDIT MGR
 (Signature of Secured Party)
 RICHARD TRIVISONNO, CREDIT MGR
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
 Name and Address THE LINCOLN ELECTRIC CO, 22801 ST. CLAIR AVE, CLEVELAND, OH 44117

Handwritten marks: a checkmark and an arrow pointing upwards.

A. A. Co.

NOV 548 PAGE 67

FINANCING STATEMENT

File No. 279093

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) EASTERN CABLE & COMMUNICATION, CORP. 405 Homewood Road Linthicum, Maryland 21090	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Perice Vick - TOLCO</u> Return to Secured Party
--	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E Other 1986 Burkeen B-30 Plow
Serial # B30-525

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 8,500.00

DEBTOR:

SECURED PARTY:

EASTERN CABLE & COMMUNICATION, CORP
(Type Name)

SIGNET BANK/MARYLAND

By: Cynthia Pohlman
CYNTHIA M POHLMAN, PRES.

By: Mary A Bierley
MARY A BIERLEY

By: John L Pohlman
JOHN L POHLMAN, VICE PRES.

October 16, 1989
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

11.00
59.50
50.50

RECEIVED
NOV 2 1989

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded In Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
K.B.I. Snacks, Inc.

 (Name)
2404 A & Eagle Blvd.

 (Address)
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Nicholas Lambrow

 (Name of Loan Officer)
25 S. Charles Street

 (Address)
Baltimore, Maryland 21201

~~Commercial Finance~~ 121-011

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail Instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
K.B.I. Snacks, Inc. (Seal)
Neal B Katcef (Seal)

 (Signature)
Neal B. Katcef, President

 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)
 _____ (Seal)
 _____ (Seal)

 (Signature)

 (Print or Type Name)

175

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Katcef Brothers, Inc.

 (Name)
2404 A & Eagle Blvd.

 (Address)
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Nicholas Lambrow

 (Name of Loan Officer)
25 S. Charles Street

 (Address)
Baltimore, Maryland 21201

~~Commercial Finance~~ 121-011

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail Instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
Katcef Brothers, Inc. (Seal)

Neal B. Katcef (Seal)

 (Signature)
Neal B. Katcef, Vice President

 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)
 _____ (Seal)

 _____ (Seal)

 (Signature)

 (Print or Type Name)

1150

FINANCING STATEMENT

1. To Be Recorded in the Financing Statement Records and Land Records of Anne Arundel County, Maryland.
2. To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3. Not Subject to Recordation Tax.
4. Recordation Tax has been paid on the principal amount of Fifty-Two Thousand Dollars (\$52,000.00) in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s)	Address(es)
O'Neal F. Russell, Jr. Maria C. Russell	1068 Foxcroft Run Annapolis, Maryland 21401

6. Secured Party	Address
The Annapolis Banking and Trust Company	18 Church Circle Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated October 31, 1989 from Debtor(s) to Randall M. Robey and William A. Busik, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
PO BOX 1911
ANNAPOLIS, MD 21404
(301) 263 8855

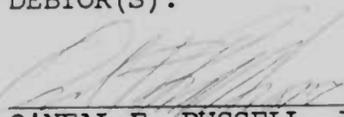
AB004.95

no. 548 dt 71

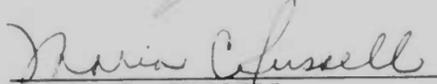
located, whether said accounts receivable are now in existence or hereafter created.

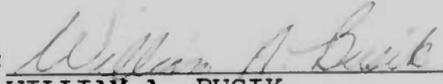
DEBTOR(S):

SECURED PARTY:

 (SEAL)
O'NEAL F. RUSSELL, JR.

THE ANNAPOLIS BANKING AND TRUST
COMPANY

 (SEAL)
MARIA C. RUSSELL

By:  (SEAL)
WILLIAM A. BUSIK,
Vice President

Mr. Clerk: Please return to: Manis, Wilkinson, Snider & Goldsborough
Attn: Pat Weiss
P.O. Box 1911
Annapolis, Maryland 21404

EXHIBIT "A"

BEGINNING for the same at an iron pipe now set at the beginning of the conveyance by William C. Dellinger and Milda S. Dellinger, his wife, to James Lawrence Whittington by deed dated April 8, 1946, and recorded among the Land Records of Anne Arundel County in Liber JHH 356, folio 336; thence running with part of the first line of said conveyance, South 84 degrees 35 minutes West 20.15 feet to a railroad spike driven against the inside paving of the 5-foot sidewalk, which forms the southern side of Constitution Avenue; thence leaving said first line and running with the southern side of said Constitution Avenue, South 75 degrees 23 minutes West 101.77 feet to an iron pipe now set against the southern side of said 5-foot sidewalk distant along said sidewalk 370.6 feet from an iron pipe previously set at the intersection of said Avenue and the high school property, as shown on a plat recorded with the deed from Joseph Prymek, et al, to the Mayor, et al, dated April 37, 1937, and recorded among the Land Records of Anne Arundel County in Liber FAM 161, folio 424 said point also being distant along the inside edge of said 5-foot sidewalk, South 75 degrees 23 minutes West 149.4 feet from the center of the paving of Amos Garrett Boulevard; thence leaving said Constitution Avenue and running with part of the divisional line between Lots 3 and 4, as shown on a plat made by Walter C. Munroe, C. E., in March, 1920, titled "Property of Thomas McGuckian", said plat being recorded in Liber WNW 17, folio 285, of the Land Records of Anne Arundel County, South 5 degrees 31 minutes East 29.26 feet to a railroad spike driven against a fence; thence leaving said Lot 4 and running with the divisional line between Lots 2 and 3, as shown on said plat, North 84 degrees 29 minutes East 125.7 feet to an iron pipe; thence leaving said Lot 2, and running with the west side of the former Spa Avenue, North 11 degrees 53 minutes West 45.2 feet to the place of beginning, being Lot Number 3 as shown on said plat of the Thomas McGuckian Property filed among the Land Records of Anne Arundel County in Liber WNW 17, folio 285; EXCEPTING THEREFROM, HOWEVER, that portion of said lot conveyed to the Mayor, et al, by William C. Dellinger, et al, by deed dated April 7, 1937, and recorded in FAM 161, folio 424.

BEING the same property acquired by O'Neal F. Russell, Jr. and Maria C. Russell, his wife by deed dated October 30, 1980 and recorded among the Land Records of Anne Arundel County in Liber 3356, folio 701.

89-5761-11

aa 548 REC 73

279097

FINANCING STATEMENT

AFTER RECORDING PLEASE RETURN
DOCUMENTS TO:
DUNN TITLE COMPANY
2137 Defense Hwy.
Crofton, MD 21114

TO BE RECORDED AMONG
THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer
pursuant to the Maryland Uniform Commercial Code.

1.	NAME AND ADDRESS OF DEBTOR:	LOVELL REGENCY HOMES LIMITED PARTNERSHIP c/o Y. J. Lovell (America) Inc. 102 Old Solomons Island Road Annapolis, Maryland 21401
----	--------------------------------	--

RECORD FEE 18.00
POSTAGE .50

2.	NAME AND ADDRESS OF SECURED PARTY:	Equitable Bank, National Association 100 South Charles Street Baltimore, Maryland 21201 Attn: Real Estate Finance Department
----	---------------------------------------	---

#606530 C237 RO2 T12:48
11/08/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. This Financing Statement covers all right, title and
interest of the Debtor in and to the following types (or items)
of property:

(a) All personal property of any kind or nature
whatsoever, whether tangible or intangible and whether now owned
or hereafter acquired, which is used in the construction of, or
is placed upon, or is derived from or used in connection with
the maintenance, use, occupancy or enjoyment of, the Property
(hereinafter defined), including, without limitation, (i) all
building materials, fixtures, equipment and other tangible
personal property of every kind and nature whatsoever (other
than consumable goods, and trade fixtures or other personal
property owned by tenants occupying the Property), (ii) any
franchise or license agreements and management agreements
entered into with respect to the Property or the business
conducted therein (provided all of such agreements shall be
subordinate to the Deed of Trust (hereinafter defined), and the
Secured Party shall have no responsibility for the performance
of the Debtor's obligations thereunder), and (iii) all plans and
specifications, contracts and subcontracts for the construction
or repair of the Property, sewer and water taps, allocations and

800-30

agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Derrick D. Southard and Hunter F. Calloway, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

EX-548 REC 75

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:

LOVELL REGENCY HOMES LIMITED PARTNERSHIP

By: LOVELL HOMES (AMERICA) INC.,
GENERAL PARTNER

By: *John P. ...* (SEAL)

Its *Vice President*

Filing Officer: After recordation, please return this Financing Statement to:

Patricia A. Rowe
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

548 76

EXHIBIT A

BEGINNING for the same and being known and designated as Lots numbered 3 and 4 in Block lettered "A", as shown on the plat entitled, "Plat One, VISTA ESTATES WEST", which plat is recorded among the Land Records of Prince George's County in Plat Book NLP 145, plat 55.

AFTER RECORDING PLEASE RETURN
DOCUMENTS TO:

DUNN TITLE COMPANY
2137 Lakeside Hwy.
Crofton, MD 21114

0015w

FINANCING STATEMENT

Not subject to recordation tax.

Subject to recordation tax on principal amount of \$ _____.

1. Name of Debtors: RIVERBAY ASSOCIATES, a Maryland general partnership

Address: 920 Bestgate Drive
Annapolis, Maryland 21401

2. Name of Secured Party: FAIRFAX SAVINGS, A FEDERAL SAVINGS BANK

Address: One Rutherford Plaza
7133 Rutherford Road
Baltimore, Maryland 21207
Attn: David M. Blum
Vice President & Counsel

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor whether now located or hereafter located installed on the premises described in a certain Deed of Trust and Security Agreement (the "Deed of Trust"), dated as of November 2, 1989 from Debtors to David M. Blum and Michael J. Potts, Trustees, all property being located in Anne Arundel County, Maryland said property being more particularly described in said Deed of Trust, which is recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto.

(b) All accounts receivable in respect of any and all leases executed by the Debtors, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All contract rights in respect of any and all leases executed by Debtors, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(d) All accounts receivable in respect of any and all contracts of sale executed by the Debtors, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

135

(e) All contract rights in respect of any and all contracts of sale executed by the Debtors, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(f) All contract rights, general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to all rights to insurance and condemnation proceeds.

(g) All accounts of the Debtors, including but not limited to accounts receivable and deposits on contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

(h) All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefore from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described in the Deed of Trust or any leasing of space in said real property.

4. Proceeds of the collateral are also covered.

Debtors:

RIVERBAY ASSOCIATES, a Maryland general partnership

By: [Signature] (SEAL)
John A. Bruno, General Partner

By: [Signature] (SEAL)
Girard C. Coffman, General Partner

DATED: as of November 2, 1989

PLEASE RECORD WITH: State Department of Assessments and Taxation
Anne Arundel County (Land Records)
✓ Anne Arundel County (Financing Statement Records)

AFTER RECORDING, PLEASE RETURN TO:

Maryland Title Company
One Rutherford Plaza
7133 Rutherford Road
Baltimore, Maryland 21207
Attn: Linda Levinson

This is to certify that this instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]
David M. Blum

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
POSTAGE .50
#606830 0237 R02 T14:46
11/08/89

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____

The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

5. Debtor(s) Name(s): Address(es):

Gilbert R. Giordano P.O. Box 53
Lothian, Maryland 20820
Salah Hosny 9440 Pennsylvania Avenue
Upper Marlboro, Maryland 20772

6. Secured Party: Address:

EQUITABLE BANK, NATIONAL ASSOCIATION 100 South Charles Street
Attention: Commercial Note Department Baltimore, Maryland 21201
Terri L. Palilla

7. This Financing Statement covers the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, contract rights, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all right to the payment of money due or to become due to each Debtor or any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

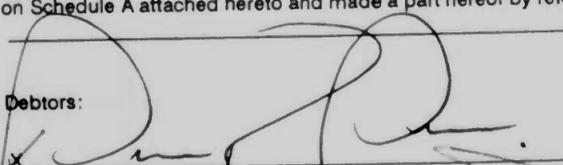
D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

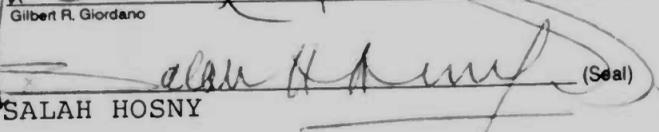
E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors:

 (Seal) _____ (Seal)

 (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

Mr Clerk: Please return to the address set forth in paragraph 6 above.

12.00
13

548 80

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, N.A. and Gilbert R. Giordano

Section 7, Collateral Description continued

All right, title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as Lessor of all or any portion of the real property described as follows:

BEGINNING for the same at an iron pipe set on the north edge of the right-of-way line for Md. Route No. 423 as delineated on State Roads Commission Plat No. 17988, 34 feet off a point in the centerline of paving of Route No. 423, said centerline point being located approximately 534 feet easterly along said centerline from its intersection with the centerline of paving of Md. Route No. 2, thence leaving said right-of-way line and cutting through the whole tract with the following three lines of division as now set: (1) North 25 degrees West 208.71 feet to a pipe set, (2) North 65 degrees East 208.71 feet to a pipe set, (3) South 25 degrees East 208.71 feet to a pipe set on the north edge of said right-of-way line for Route No. 423 and 34 feet off centerline paving, thence with said right-of-way line South 65 degrees West 208.71 feet to the place of beginning. Containing, within the above mentioned courses and distances, 1.00 acre of land, more or less. The improvements known as 26 Fairhaven Road, Tracy's Landing, MD 20779.

548 REG 81

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

if transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

*****This vessel is inventory and is not subject to recordation tax. This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PILLSBURY HOSPITALITY ASSOCIATION, INC.
Address 345 SHERWOOD TRAIL, ANNAPOLIS, MD 21401

066-38-4408
079-42-7860

2. SECURED PARTY

Name Maryland National Bank
Retail Finance Division
Address 7178 Columbia Gateway Drive
Columbia, Maryland 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1989 HIGH TECH 50' HULL #: CTF50113C989
BOAT STORAGE: (S) 345 SHERWOOD TRAIL ANNAPOLIS, MD 21401
(W) FOR LAUNCHING SAS

Name and address of Assignee

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PILLSBURY HOSPITALITY ASSOCIATION, INC.

LEAD C. PILLSBURY, PRESIDENT MARY M. PILLSBURY, SECRETARY

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Maryland National Bank

Type or Print Above Signature on Above Line

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 10-26-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CORMAN CONSTRUCTION 52-1038868/02
Address 12001 GULIFORD ROAD, ANNAPOLIS JUNCTION, MD. 20701

2. SECURED PARTY

Name JOHN DEERE INDUSTRIAL COMPANY
Address P.O. BOX 65090
WEST DES MOINES, IOWA 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW JOHN DEERE 710C BACKHOE LOADER S/N 761274

RECORDED
INDEXED
GK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

CORMAN CONSTRUCTION
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOHN DEERE INDUSTRIAL COMPANY
P.O. BOX 65090
WEST DES MOINES, IOWA 50265-0090

[Signature]
(Signature of Secured Party)

Donald W. Williams
Type or Print Above Signature on Above Line

9595

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bohle Electric Motor, INC.

Address 7700 Locust Wood Road, Severn, MD 21144

2. SECURED PARTY

Name Datronc Equipment Income Fund XVI

Address 425 N. Martingale Road, Schaumburg, IL 60173

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Bayco BB 42 Oven

RECEIVED
MAY 10 1984
CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John F Bohle
(Signature of Debtor)

John F. Bohle
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11.5

Kathaleen B Schuett
(Signature of Secured Party)

KATHALEEN B. SCHUETT
Type or Print Above Signature on Above Line

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

279103

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CORMAN CONSTRUCTION *521038868/01*
Address 12001 GULIFORD ROAD, ANNAPOLIS JUNCTION, MD. 20772

2. SECURED PARTY

Name JOHN DEERE INDUSTRIAL COMPANY
Address P.O. BOX 65090
WEST DES MOINES, IOWA 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 NEW JOHN DEERE 710C BACKHOE LOADER S/N 759550

RECEIVED
FEB 12 1982
CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Roy Corman
(Signature of Debtor)

JOHN DEERE INDUSTRIAL COMPANY
P.O. BOX 65090
WEST DES MOINES, IOWA 50265-0090

CORMAN CONSTRUCTION
Type or Print Above Name on Above Line

Donald W. Williams
(Signature of Secured Party)

(Signature of Debtor)

Donald W. Williams

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

9595

11/8

548 PRE 85 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 279104

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ na

If this statement is to be recorded in land records check here.

Does not create a Sec. Agree.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anne Arundel Excavating, Inc.
Address PO Box 369, Millersville, MD 21108 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. of Secorp National, Inc.
Address 1400 Joh Avenue, Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ONE (1) Dresser Model TD7G Crawler Dozer
SN 5277

Name and address of Assignee

CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

na

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

na

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Anne Arundel Excavating, Inc.

George A. Edwards
(Signature of Debtor)

GEORGE A EDWARDS, PRES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Equipment, Div. of
Secorp National, Inc.

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

279105

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated 7/25/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Metal Products Inc.
Address 8159 Brock Bridge Road, Laurel, MD 20866

2. SECURED PARTY

Name Mitsubishi Acceptance Corporation
Address 2031 North Broad Street, Lansdale, PA 18901
Suite 113

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 25, 1994

4. This financing statement covers the following types (or items) of property: (list)

All instruments, documents of title, policies and certificates of insurance, chattel paper, deposits, intangibles and accounts, including Dealer Reserve Accounts maintained by Secured Party, money or other property now or hereafter owned by Debtor, or in which Debtor now has or hereafter acquires an interest and which are now or hereafter in possession of Secured Party or as to which Secured Party now or hereafter controls possession by documents of title or otherwise, and all proceeds of the property herein described.

New Knapheid 14' stake body serial #48138 attached to and forming a part of a new 1989 Mitsubishi Fuso FE434 Serial # JW6ADE1C5KL002293

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James J. Burger
(Signature of Debtor)

James J. Burger, Pres. Metal Products Inc.
Type or Print Above Signature on Above Line

(Signature of Debtor)

JAMES J. BURGER
Type or Print Above Signature on Above Line

Dorise Naughton
(Signature of Secured Party)

Mitsubishi Acceptance Corporation
Type or Print Above Name on Above Line

11/89

NOV 548 1987

279106

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Robert J. Piwowarski Michelle M. Piwowarski	157C Chesapeake Mobile Court Hanover, Maryland 21076

SECURED PARTY (Dealer)
Chesapeake Mobile Homes
P.O. BOX 288
Millersville, Maryland 21108

<u>ASSIGNEE (Bank)</u>	Address:
THE BANK OF BALTIMORE (Assignee)	P.O. Box 896 Baltimore, Maryland 21203

1. This financing statement covers the following types (or items) of property (the collateral).
1980 Liberty 14 x 70 Serial # 08L14106, range, refrigerator, washer, dryer, window air, porch/steps.
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to Assignee named above at the address stated.

DEBTOR:	SECURED PARTY:
<u>Michelle M. Piwowarski</u>	<u>Pat Lloyd</u>
	BY: <u>THE BANK OF BALTIMORE</u>

Note: The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes which has been assigned to The Bank of Baltimore.

1250

548 of SS STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

279107
Identifying File No. 1988

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3568.44

If this statement is to be recorded in land records check here.

This financing statement Dated 10/30/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM E. THURMAN III
Address 10605 GRAELOCH RD LAUREL, MD 20707

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address 8837 BELAIR RD
BALTIMORE, MD, 21236

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11/05/92

4. This financing statement covers the following types (or items) of property: (list)

18 ft TRAVEL TRAILER
WARDS STEREO SYSTEM with 2 speakers
AM-FM RADIO & TURNTABLE
19" COLOR TV SEARS
13" BLACK/WHITE TV MITIBISI
ELECTRONIC TYPEWRITER by WARDS
VCR by SAMSUNG 2 head
VCR by MITISBISI 4 head

Name and address of Assignee

CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William E. Thurman III
(Signature of Debtor)

WILLIAM E. THURMAN III
Type or Print Above Name on Above Line

(Signature of Debtor)

Carol Lynn Hess
Type or Print Above Signature on Above Line

Carol Lynn Hess mgr
(Signature of Secured Party)

CAROL LYNN HESS asst mgr
Type or Print Above Signature on Above Line

JK
JES

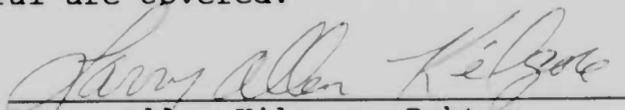
NOV 5 1989

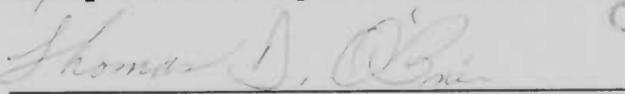
279108

NOT TO BE RECORDED AMONG THE LAND RECORDS
and
NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: Larry Allen Kilgore
2444 Solomons Island Road
Annapolis, Maryland 21401
2. Secured Party: Thomas D. O'Brien
9 Poplar Point Road
Edgewater, Maryland 21037
3. This Financing Statement covers the following property:
See Attached Exhibit A.
4. Proceeds of Collateral are covered.


Larry Allen Kilgore, Debtor


Thomas D. O'Brien, Secured Party

CK

To the Filing Officer: After this Statement has been recorded,
please mail the same to Robert J. Fuoco, 7477 Baltimore-Annapolis
Blvd., Suite 203, Glen Burnie, Maryland 21061.



LAW OFFICES
OF
ROBERT J. FUOCO
NORTH ARUNDEL PLAZA, SUITE 203
7477 BALTIMORE ANNAPOLIS AVENUE
GLEN BURNIE, MARYLAND 21061
TEL: 410-326-1111

1/5

548 90

EXHIBIT A

Quantity	Description
9	Shelving Units (floor) (approximate 8' x 4' x 4' high)
16	Shelving Units (wall) (approximate 4' x 18" x 7' high)
1	Shelving Unit (wall) (approximate 4' x 18" x 4' high)
5	Wooden Wine Racks (floor) (approximate 4' x 2' x 4' high)
1	6-door Walk-in Refrigeration Unit
1	4-door cooler ("American" brand) (approximate 9' x 2' x 6' high)
1	Deli Cooler ("American" brand) (approximate 4' x 3' x 4' high)
1	2-door cooler ("Marketeer" brand) (serial #7620911)
1	Scotsman Ice Maker
1	SWEDA CASH REGISTER
1	Sanyo Cash Register
1	Shelving Unit (end-cap) (approximate 4' x 18" x 1' high)
1	Emergency lighting system
1	Alarm Security System (LEASE)
2	Ceiling Fans

Handwritten initials: J.A.K.

LAW OFFICES
OF
ROBERT J. FUOCO
EMERALD MEDICAL BUILDING
800 HOSPITAL DRIVE, SUITE 303
BETHESDA, MARYLAND 20814
(301) 706-0733

Handwritten initials: J.A.K.

Handwritten initials: J.A.K.

25 Wooden Display Boxes
(approximate 3' x 18" x 12" high)

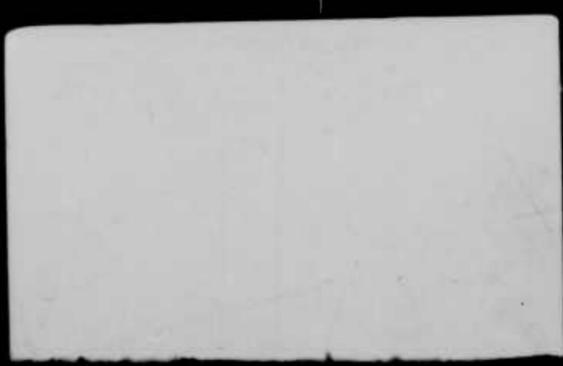
~~1 COMMERCIAL FOOD SLICER
1 Commercial food slicer~~

~~NOT INCLUDED~~

~~1 - telephone equipment is NOT included~~

~~1 - in case of buyer want help, the seller~~

~~will work for 12.00 an hour AND
I will train the buyer at rate of 12.00 Per
hour~~



548 91 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 279109

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Medic-Aire, Inc.
Address 7656 S. Mesa Road Millersville, MD 21108

2. SECURED PARTY

Name Leasemark, Inc.
Address 1604 Colonial Parkway Inverness, IL 60067

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

12 Healthdyne BX5000 Oxygen Concentrators

CK

537J000290
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ray Hefner
(Signature of Debtor)

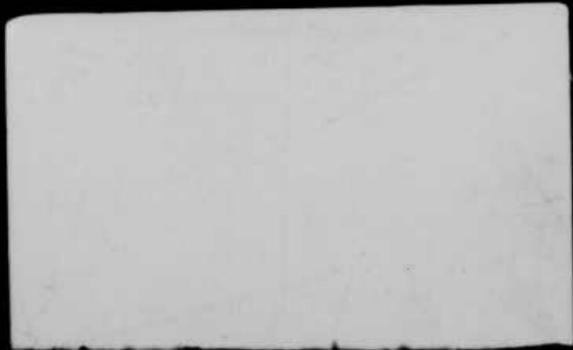
Medic-Aire, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

B. Guignard
(Signature of Secured Party)

Leasemark, Inc.
Type or Print Above Signature on Above Line



304 548 PAGE 92

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any): Bradbutl

1. Debtor(s) (Last Name First) and address(es)

Trans-American Leasing Corp.
The Steffey Bldg., Ste. #200-B
407 Crain Highway
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)

Assignee:
Baltimore Federal Financial,
P.O. Box 116 F.S.A.
Baltimore, MD 21203

For Filing Officer (Date, Time and Filing Office)



CK

4. This statement refers to original Financing Statement bearing File No. 254968 Book# 480
Filed with Anne Arundel County Date Filed December 18 1984

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented: 150

Assignee:

Baltimore Federal Financial, F.S.A.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM, FORM UCC-3

MARYLAND FINANCING STATEMENT

279110

(xx) Not Subject to Recordation Tax (C/S/C) Under the terms of Paragraph 4 of Tax-Property Article #12-108K This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Dolphin Seafood Express, Inc. (Name or Names) 8142 Washington Blvd., Jessup, Maryland 20794 (Address)

LESSEE: (Name or Names) (Address)

2. LESSOR: McCALL HANDLING CO. 3900 VERO ROAD, BALTIMORE, MARYLAND 21227

3. ASSIGNEE (if any) of LESSOR: HYSTER CREDIT COMPANY. 111 S.W. FIFTH, SUITE 2700, PORTLAND, OREGON 97204

4. This financing Statement covers the following types (or items) of property: (1) Hyster Model B40XL Serial Number D135U02627K

5. Proceeds of Collateral are covered hereunder: Yes (xx) No () Products of Collateral are also covered Yes () No (xx)

6. Secured party is the seller of the equipment.

LESSEE LESSOR Dolphin Seafood Express, Inc. McCALL HANDLING CO. By: Lorraine Wendel (Title) VICE - PRESIDENT By: Janet L. Kuhn (Title) JANET L. KUHN (Type or print name of person signing) (Type or print name of person signing) By: (Title) (Type or print name of person signing)

Return to: McCALL HANDLING CO. 3900 VERO ROAD BALTIMORE, MARYLAND 21227

Handwritten initials and a large 'K' mark.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 272275 recorded in Liber 525 Folio 101 on 3-31-88 at Anne Arundel County

1. DEBTOR(S) Katcef Bros., Inc.
 ADDRESS(ES) 2404 A & Eagle Boulevard
Annapolis, MD 21401

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Lisa Edwards
 ADDRESS: MAILSTOP: 500-270; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):
The First National Bank of Maryland, 18 West Street, Annapolis, Md. 21401

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 a. Not subject to Recordation Tax.
 b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

DEBTOR(S): _____
(Signature necessary only if Item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: Jan H. Sheehan (SEAL)

Jan H. Sheehan
Assistant Vice President
(Type Name and Title)

To the Clerk. After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

152

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

NOT SUBJECT TO RECORDATION TAX, CONDITIONAL SALES CONTRACT
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR /Lessee

Name Surgical Specialties Instrument Co., Inc.

Address 2131 Espey Court Crofton, MD 21114

2. SECURED PARTY/ Lessor

Name EB Industrial Leasing Corporation

Address 898 airport Park Road Suite 100 Glen Burnie, Md 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
"All furniture, fixtures and equipment, wherever located, whether now or hereafter leased or possessed by Surgical specialties Instrument Co., Inc. under that certain Equipment Lease dated October 31, 1989 by and between the above referred to parties, all Supplementary Schedules or any other agreements executed concurrently therewith or at any time thereafter with reference thereto and all accessions, additions and replacements thereto, whether now owned or hereafter acquired."
Name and address of Assignee _____

- 1- Infostar/VX model 3 - 4 port, 6 hour includes a CRT supervisors terminal, an Okidata 182 printer plus 2 Isoblock surge protectors
- 1- OPX/Single line card includes ring generator and 48 volt power
- 3- Additional years maintenance to extend following 1st year warranty period.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Margaret T. Ahern
(Signature of Debtor/Lessee)

Margaret T. Ahern, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert P. Kurz E.V.P.
(Signature of Secured Party)/ Lessor
EB Industrial Leasing Corporation
Robert P. Kurz, Executive V. President
Type or Print Above Signature on Above Line

11, 50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 192520 **

RECORDED IN LIBER 520 FOLIO 464 ON Dec. 8, 1987 (DATE)

1. DEBTOR

Name DOUG NETTLES & ASSOCIATES, INC. (A MARYLAND CORP.) d/b/a
Outfitters of Annapolis, Limited
Address 326 First Street, Annapolis, Maryland 21403

2. SECURED PARTY

Name OUTBOARD MARINE ACCEPTANCE
Address 100 Sea-Horse Drive, Waukegan, Illinois 60085

Person And Address To Whom Statement Is To Be Returned If Different From Above. BK

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>**Also refers to Amendment filed June 22, 1989, ID# 392210.</p>	
	<p>" THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE. THE SECURED PARTY CERTIFIES THAT THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE."</p>	

Dated November 1, 1989

1550

Lucille M. Kalk
Lucille M. Kalk Signature
OUTBOARD MARINE ACCEPTANCE
Type or Print Above Name on Above Line

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 10-31-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CORMAN CONSTRUCTION
Address 12001 GULIFORD ROAD, ANNAPOLIS JUNCTION, MD. 20701

2. SECURED PARTY

Name GARDINER EQUIPMENT CO., INC.
Address P.O. BOX 37
WALDORF, MARYLAND 20604-0037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW JOHN DEERE 450G CRAWLER DOZER S/N 756221

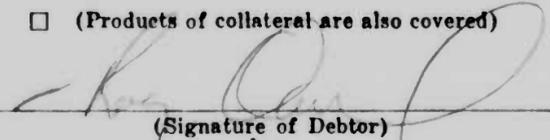
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

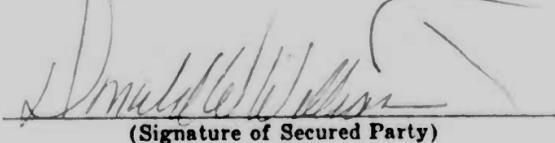

(Signature of Debtor)

CORMAN CONSTRUCTION
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CK
GARDINER EQUIPMENT CO., INC.
P.O. BOX 37
WALDORF, MARYLAND 20604-0037


(Signature of Secured Party)

DONALD W. WILLIAMS

Type or Print Above Signature on Above Line

1150

PARTIES

Debtor name (last name first if individual) and mailing address:
JAMES A. HALL JR.
4747G FLANDERS LANE
HARWOOD MD 20776

Debtor name (last name first if individual) and mailing address:
SHEILA M. HALL
4747G FLANDERS LANE
HARWOOD MD 20776

Debtor name (last name first if individual) and mailing address:
PROFESSIONAL MH BROKERS
10401 LANHAM-SEVERN ROAD
LANHAM MD 20706

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):-
a. acquired after a change of name, identity or corporate structure of the Debtor.
b. as to which the filing has lapsed
c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county
d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

PROFESSIONAL MH BROKERS
DC Irvine, agent

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing
548 PAGE 98 **279113**

Filing No. (stamped by filing officer): _____ Date, Time, Filing Office (stamped by filing officer): _____
5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)
 Secretary of the Commonwealth.
 Prothonotary of _____ County
 real estate records of _____ County

Number of Additional Sheets (if any): _____
Optional Special Identification (Max 10 characters): _____

COLLATERAL

Identify collateral by item and/or type:
1975
24 X 52 SERIAL# P24347TERC50021AB AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(1) OR
THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):-
a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:
Street Address: _____
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record): _____

DEBTOR SIGNATURE(S)

Debtor Signature(s):
1 **JAMES A. HALL JR.** *James A. Hall Jr.*
1a **SHEILA M. HALL** *Sheila M. Hall*
1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

279114

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Givens, Lyndon S.
Address 795 Jennie Drive Severn, MD 21144

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road Baltimore, MD 21227
Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061



CK

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Lyndon S. Givens

Lyndon S. Givens
(Signature of Debtor)

Lyndon S. Givens, owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

John Murray, Pres
(Signature of Secured Party)

John Murray, Pres
Type or Print Above Signature on Above Line

1750

CONDITIONAL SALE CONTRACT NOTE

548 net 100

TO: Beltway International Trucks, Inc. FROM: Lyndon S. Givens
1800 Sulphur Spring Road Baltimore, MD 21227 795 Jennie Drive Severn, MD 21144

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of property purchased and financial terms. Includes items like (1) TIME SALES PRICE \$27,750.00, (2) Less DOWN PAYMENT In Cash \$10,000.00, (3) Less DOWN PAYMENT IN GOODS \$-0-, (4) CONTRACT PRICE (Time Balance) \$17,760.00.

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 795 Jennie Drive Severn Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Seventeen thousand seven hundred sixty and 00/100 Dollars (\$17,760.00) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 1st day of December, 1989, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$740.00 and the final installment being in the amount of \$740.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 0% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: November 1, 1989 BUYER(S)-MAKER(S): Lyndon S. Givens
Accepted: Beltway International Trucks, Inc. (SEAL) Lyndon S. Givens (SEAL)
By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here) (SEAL)
By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here)

This instrument prepared by _____

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale; applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fiftieth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

_____(L.S.)_____ (Guarantor-Endorser) _____(L.S.)_____ (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 _____ By: _____ (Signature, Title of Officer, "Partner" or "Proprietor")
 _____ (Witness)

ASSIGNMENT

548 PAGE 102

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 1, 1989

between **Beltway International Trucks, Inc.**, as Seller/Lessor/Mortgagee, and **Lyndon S. Givons 795 Jennie Drive Severn, MD 21144** (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property; and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ **17,760.00** 1 st day of November 19 89
IN WITNESS WHEREOF, we have hereunto set our hand and seal this

Beltway International Trucks, Inc. (Seal)

(Seller/Lessor/Mortgagee)
By: *[Signature]*

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5-R1

*Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 200,000.00 (\$1,400.00)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

George R. Ruhl & Son, Inc.
(Name)
 7451 Race Road
(Address)
 Hanover, Maryland 21076

Attn: J. Stephen Klose 101-560
(Name of Loan Officer)
 P.O. Box 1596
(Address)
 Baltimore, Md. 21203

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

See attached Schedule A

(Handwritten mark)

3K

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

George R. Ruhl & Son, Inc. (Seal)

(Seal)

(Handwritten Signature)

(Signature)

(Signature)

GEORGE R. RUHL III Pres.
(Print or Type Name)

(Print or Type Name)

11-
1400
-50

548 PAGE 104

4.

Equipment List - SCHEDULE A

<u>Quan.</u>	<u>Description</u>
1	- Harford Duracool Galvalume coated 60 by 100 by 20 foot high exterior walk-in freezer.
1	- Jamison Mark III 8 by 8 foot Bi-parting electric freezer door, weather proof.
2	- Harford walk-thru personal doors with panic hardware and tamper-proof hinges.
1	- Complete inside structure steel with large door frame guard.
1	- Rubber roof with 10 year guarantee.
10	- Heated relief ports.
1	- Complete outside bottom water screed.
3	- Bohn EB-15L5 15 ton R-502 low tempature refrigeration units.
6	- Bohn MPE-390 low tempature evaporators with electric defrost.
1	- Computer tempature monitor system.

All systems for exterior installation.
Refrigeration systems carry a 5 year compressor guarantee. Jamison door carries 5 year guarantee. Harford box carries 10 year guarantee.

548 105

279116



Financing Statement

To Be Recorded In:

- Financing (Chattel) Records - Anne Arundel County, Maryland
- Financing (Chattel) Records - State Department of Assessments and Taxation
- Land Records - _____ County, Maryland

RECORD FEE 19.00
 POSTAGE .50
 #607430 0237 R02 T12:51
 11/09/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

GK

Note: The principal amount of debt secured hereby is: \$ 350,000.00 This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

Financing Statement

1. Debtor: WMM Bargers Road Limited Partnership Address: 1651 Crofton Boulevard Suite 14 Crofton, Maryland 21114
2. Secured Party: Sovran Bank/Maryland Address: 6610 Rockledge Drive Bethesda, Maryland 20817-1876
3. Trustee: Alice A. Steely Richard J. Hajjar Address: 6610 Rockledge Drive Bethesda, Maryland 20817-1876

4. This Financing Statement Covers:

- (a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");
- (b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");
- (c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

1900
1750

EXHIBIT A

DESCRIPTION OF THE PROPERTY OF
 GEORGE WELLS BEAL 3RD
 GAMBRILLS (2ND) ASSESSMENT DISTRICT
 ANNE ARUNDEL COUNTY, MARYLAND

Being the property acquired by George Wells Beal, 3rd, Life Tenant from George Wells Beal, 3rd, Executor under the Last Will and Testament of the late Ada V. Murphy, which Last Will and Testament is dated November 16, 1983, by deed dated November 6, 1985 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3981 at Folio 486, and being more particularly described as follows:

Beginning for the said property at an iron pipe found on the Westerly or 480.57 foot arc line as shown on a plat of subdivision entitled "The Manors of Crofton" and recorded among the aforesaid Land Records in Plat Book 115 at Folio 19 as Plat Number 6043, said point being at the northeasterly end thereof, said point also being at the end of the fifth (5th) or 502 foot arc deed line as described in a deed from George T. Simpson and Evelyn Ann Simpson, his wife to Ada Murphy, dated September 29, 1961 and recorded among the aforesaid Land Records in Liber 1512 at Folio 344, running thence reversely with and binding on said plat line and reversely with and along said deed line the following course:

1. 480.57 feet along the arc of a curve deflecting to the left, having a radius of 4,418.08 feet and a chord bearing and distance of South 31°48'28" West, 480.33 feet to an iron pipe found at the southwesterly end of said plat line, thence leaving said plat line and continuing with said deed line, the following course:
2. 21.39 feet along the arc of a curve deflecting to the left, having a radius of 4,418.08 feet and a chord bearing and distance of South 28°31'42" West, 21.39 feet to a P.K. Nail Set, thence running reversely with and

along a part of the fourth (4th) or South 47°45' East, 861.40 foot deed line as described in the aforesaid deed recorded in Liber 1512 at Folio 344, the following course:

3. North 55°01'55" West, 297.85 feet to a point, said point being in the southeasterly or South 35°55'12" West, 896.14 foot plat line, erroneously shown as South 35°55'12" West, 902.30 feet as shown on a plat of subdivision entitled "Plat One, Charring Cross", and recorded among the aforesaid Land Records in Plat Book 65 at Folio 45 as Plat Number 3470, 3.02 feet from the southwesterly end thereof, thence running reversely and binding on said plat line, the following course:
 4. North 35°54'54" East, 893.12 feet to an iron pipe set on the Southwesterly right of way of Charring Cross Drive formerly known as Ethel Drive (60 foot wide) as shown on said plat, recorded in Plat Book 65 at Folio 45 as Plat Number 3470, thence running reversely with and binding on said right of way, the following course:
 5. South 54°05'06" East, 245.78 feet to an iron pipe set on the Easterly or South 33°43'23" West, 308.87 foot plat line of said plat and being the southwesterly end thereof, said point also being on the Northwesterly or North 33°43'24" East, 697.05 foot plat line as shown on the aforesaid plat recorded in Plat Book 115 at Folio 19 as Plat Number 6043, 308.97 feet from the northeasterly end thereof, thence leaving the aforesaid plat recorded in Plat Book 65 at Folio 45 as Plat Number 3470 and running reversely with and binding on the aforesaid Northwesterly or North 33°43'24" East, 697.05 foot plat line, the following course:
 6. South 33°43'05" West, 388.18 feet to the point of beginning; containing 236,272.06 square feet or 5.4241 acres of land.

TO BE FILED WITH
ANNE ARUNDEL COUNTY
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

279117

548 109

FINANCING STATEMENT

1. Name & Address of Debtor: F & K ENTERPRISES, a Maryland Partnership
The partners being Frederick Dower and Katherine Dower
518 Koch Road
Linthicum, Maryland 21090
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1726 West Street
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at Lot 9R, Hollywood on the Severn, Severna Park, Maryland 21146, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon Lot 9R, Hollywood on the Severn, Severna Park, Maryland 21146, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:

F & K ENTERPRISES

by: Frederick Dower
Frederick Dower, Partner

by: Katherine Dower
Katherine Dower, Partner

Secured Party:

SEVERN SAVINGS BANK, FSB

By: Alan J. Hyatt
Alan J. Hyatt, President

RECORDATION FEE 13.00
STAMPED 1005 301 71345
11/19/89
GK

548 110

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
4609690 0237 R02 T16:01
11/09/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 103 (Building 9) as shown on the Plats entitled "Phase 12, Building 9, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-42, pages 33 through 37, inclusive, Plats No. E-2083 through E-2087, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 101 (Building 4), as shown on the Plats entitled "Phase 17, Building 4, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-41, pages 36 through 40, inclusive, Plats No. E-2036 through E-2040, inclusive.

Dated: Oct. 10, 1989

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- () SDAT
() Land Records
() Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061

10 30

548 Int 111

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#608700 C237 R02 116:01
11/09/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 204 (Building 2) as shown on the Plats entitled "Phase 19, Building 2, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-41, pages 4 through 8, inclusive, Plats No. E-2004 through E-2008, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 102 (Building 8), as shown on the Plats entitled "Phase 13, Building 8, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-43, pages 14 through 18, inclusive, Plats No. E-2114 through E-2118, inclusive.

Dated: Oct. 10, 1989

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- () SDAT
() Land Records
() Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(118-89/141-89)

10 00
30

STATEMENT OF PARTIAL RELEASE

518 112

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. 270190

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
M509710 C237 R02 T16102
11/09/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Units 103 and 201 (Building 8) as shown on the Plats entitled "Phase 13, Building 8, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, page 14, through 18 inclusive, at Plat Nos. E-2114 through E-2118, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 203 (Building 17) as shown on the Plats entitled "Phase Plats, Building 17, Cromwell Fountain - Section I", which Plats are recorded among the Land Records in Anne Arundel County in Condominium Plat Book E-38, pages 28 through 33, inclusive, Plat No. E-1878 through E-1883, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 202 (Building 11) as shown on the Plats entitled "Phase 10, Building 11 Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 9 through 13, inclusive, Plats No. E-2109 through E-2113, inclusive.

Dated: Sept. 30, 1989

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- () SDAT
() Land Records
(✓) Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

548 113

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

1. Debtor: Cronwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#308720 0237 R02 116:02
11/09/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

GK

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 303 (Building 1) as shown on the Plats entitled "Phase 20, Building 1, Cronwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 49 through 50, inclusive, and in Plat Book E-41, pages 1 through 3, inclusive, at Plat Nos. E-1999 through E-2003, inclusive.

Dated: _____
October 31, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Scott C. Nicholson
Vice President

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(199-89)

10⁰⁰

548 114

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
MS08730 C237 R02 116103
11/09/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 102 (Building 10) as shown on the Plats entitled "Phase 11, Building 10, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-42, page 50, and Condominium Plat Book E-43, pages 1 through 4, inclusive, Plats No. E-2100 through E-2104, inclusive.

Dated: October 31, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

Scott C. Nicholson
Vice President

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(157-89)

10⁰⁰
32

548 115

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
 POSTAGE .50
 W508740 C237 R02 F18:03
 11/09/89
 CK H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Units 301 and 303 (Building 9) as shown on the Plats entitled "Phase 12, Building 9, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-42, pages 33 through 37, inclusive, Plats No. E-2083 through E-2087, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Units 101 and 201 (Building 10), as shown on the Plats entitled "Phase 11, Building 10, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-42, page 50 and Condominium Plat Book E-43 pages 1 through 4, inclusive, Plats No. E-2100 through E-2104, inclusive.

Dated: October 31, 1989

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]
Scott C. Nicholson
Vice President

FILE IN:

- () SDAT
- () Land Records
- (x) Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(122-89/165-89/130-89/105-89)

10-30

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#508750 DEPT BOX T16403
11/09/89

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 104 (Building 8) as shown on the Plats entitled "Phase 13, Building 8, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 14 through 18, inclusive, Plats No. E-2114 through E-2118 inclusive.

Dated: October 31, 1989

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]
Scott C. Nicholson
Vice President

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(142-89)

10/30



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 3-3-88 Page No. 506
ID No. 271876

Eagle Development Corporation
Name or Names - Print or Type
1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

Provident Bank of Maryland
Name or Names - Print or Type
2. Secured Party 114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 RECORDED 0237 R02 T16:04 11/09/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. 37 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: November 1, 1989

PROVIDENT BANK OF MARYLAND

[Signature]

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(148-89)

10 00 73

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506
ID No. _____

Eagle Development Corporation
Name or Names - Print or Type
1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

Provident Bank of Maryland
Name or Names - Print or Type
2. Secured Party 114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation.....
The original financing state-
ment between the foregoing
Debtor and Secured Party, bear-
ing the file number shown above,
still effective.

B. Partial Release.....
From the collateral described
in the financing statement
bearing the file number shown
above, the Secured Party
releases the following:
*See below.

C. Assignment.....
The Secured Party certifies
that the Secured Party has
assigned to the Assignee whose
name and address is shown below,
Secured Party's rights under the
financing statement bearing the
file number, shown above in the
following property:

D. Other.....
(Indicate whether amendment,
termination, etc.)

RECORD FEE 10.00
POSTAGE .50
M608770 0237 R02 11:05
11/09/89
H. ERLE SCHAFER
AA 09. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. Lot 74 as shown
on the plats of "Greenbriar", which Plats are recorded among the Land
Records of Anne Arundel County, Maryland in Plat Book 109, pages
43 and 44, inclusive.

Dated: October 25, 1989

PROVIDENT BANK OF MARYLAND

Alan J. Duggan

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(146-89)

10/25

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. _____

Page No. 506

Eagle Development Corporation
Name or Names - Print or Type
1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

Provident Bank of Maryland
Name or Names - Print or Type
2. Secured Party 114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation.....
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.

C. Assignment.....
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
H&D 80 0237 R02 116:05
11/09/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. Lot 33 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: October 20, 1989

PROVIDENT BANK OF MARYLAND

[Signature]

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
136-89

10-20-89

279118

548 120

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Logistics Management Engineering, Inc.

1410 Forest Drive
Suite 25
Annapolis, MD 21401

RECORD FEE 11.00
 POSTAGE GK .75
 #508920 CITY BUS 11/11/89
 ERLE SCHAFER
 HA. CO. CIRCUIT COURT

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

All accounts and equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts and equipment. Except for contract known as DAKF12-90-C-3001 and any extension to same.

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
 Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Logistics Management Engineering, Inc.

Secured Party (or Assignee)

BY: *Donald B. Hall, Sr.*
Donald B. Hall, Sr, President

FARMERS NATIONAL BANK OF MARYLAND

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: **3** Maturity date (if any): none

1 Debtor(s) (Last Name First) and address(es)
Rapid Rentals Inc.
d/b/a Budget Rent-A-Car
201 Benton Avenue Suite-204
Linthicum, Maryland 21090

2 Secured Party(ies) and address(es)
General Motors Acceptance
Corporation
P. O. Box 23150
Fort Lauderdale, FL 33307

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 12.00
POSTAGE .50
#608840 0055 102 109:11
11/13/89
GK
H. ERLE SCHAFER
AA CH. CIRCUIT COURT

279119

4 This financing statement covers the following types (or items) of property:
See attached sheet

W. 548 REC 121

ASSIGNEE OF SECURED PARTY
Name
Address

Check if covered: Proceeds are also covered Products of Collateral are also covered No. of additional Sheets presented:

Documentary stamps and transfer tax not required.

Rapid Rentals Inc.
By *[Signature]*
Signature(s) of Debtor(s)
John Mann - V.P. of Finance

General Motors Acceptance Corporation
By *[Signature]*
Signature(s) of Secured Party(ies)
Thomas Pritchard - ASst. Treas.

FILING OFFICER COPY - ALPHABETICAL
GMAC UCC 1 10 85

[Handwritten mark]



All inventory and equipment, the acquisition of which is financed through the Secured Party through one or more financing agreements or otherwise incorporated by reference herein or any documents identifying the collateral financed by the Secured Party, including documents evidencing the vehicles being purchased by the Debtor as a result of advances by the Secured Party. Additionally, the Debtor grants to the Secured Party a security interest in all of the Debtor's rights and interests in and to all rents and rental agreements hereafter becoming payable from the lease or rental of the inventory and equipment and in all proceeds of sale of any of the collateral. Additionally, all insurance proceeds arising from the collateral are part of the security interest created. Motor vehicles, trailers and semi-trailers financed by the Secured Party, general intangibles, contract rights, chattel paper, accounts and assignments of accounts arising out of the sale or lease of those motor vehicles, trailers and semi-trailers financed by the Secured Party, including rents received under leases and rental agreements.

43



Financing Statement

Perpetual Savings Bank, F.S.B.



THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE. NO YES

NAME OF RECORD OWNER:

RECORDATION TAX HAS BEEN PAID TO BALTIMORE CITY IN THE AMOUNT OF \$687.50 ON 7/15/88. Subject to recordation tax; principal amount is \$ ~~125,000.00~~ 125,000.00

1. Name of Debtor: Skills Bank Corporation Address: 825-D Hammonds Ferry Road Linthicum, MD. 21090-1301
2. Name of Secured Party: Perpetual Savings Bank, F.S.B. 2034 Eisenhower Avenue Alexandria, Virginia 22314 Attn: William Gallagher

3. This financing statement covers the following property of the Debtor, all whether now owned or hereafter acquired (hereafter "Collateral"). Check one or more boxes applicable:

- (A) Receivables. (1) All accounts, contract rights, instruments, documents, chattel paper, and general intangibles (including, but not limited to, choses in action, tax refunds and insurance proceeds); (2) any other amounts, obligations or indebtedness owed to the Debtor from whatever source, irrespective of whether such amounts, obligations, or indebtedness have been specifically assigned to the Secured Party; (3) all rights to receive any payment in money or in kind; (4) all goods, services, or other property represented by or securing any of the items referred to in (1) above, including, but not limited to, all goods that may be reclaimed or repossessed from or returned by any account debtor; (5) all of the Debtor's rights as an unpaid seller, including, but not limited to, stoppage in transit, detinue, reclamation, and resale; (6) all guarantees, other agreements or property securing or relating to any of the items referred to in (1) above, or acquired for the purpose of securing and enforcing any of such items;
- (B) Inventory. All inventory including, without limitation, all goods, merchandise and other personal property held for sale or lease by the Debtor, furnished or to be furnished under any contract of service by the Debtor, raw materials, work in-process, supplies, materials or finished goods used or consumed or to be used or to be consumed in Debtor's business;
- (C) Equipment. All machinery, equipment, furniture and fixtures;
- (D) Other: All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (E) All computer programs, tapes, discs, records and files and any other material or documents relating to the foregoing items;
- (F) All substitutions, additions, accessories, accessions, replacements, parts, exchanges, increases, tools, manuals, warranties, warranty claims, insurance policies and proceeds, together with all cash and noncash proceeds, including, but not limited to, insurance proceeds, and products of the foregoing.
- (G) If Collateral is goods which are or are to become fixtures, the above described goods are affixed or to be affixed to (legal description of property):

RECORD FEE 11.00
POSTAGE .50
#610150 C237 R02 T15:18
11/13/89

4. Number of continuation sheets presented:

Debtor: Skills Bank Corporation

Secured Party: H. ERLE SCHAFER
PERPETUAL SAVINGS BANK, F.S.B. AA CO. CIRCUIT COURT

Garry L. McDaniels, President
(Type or print name and title of each signatory.)

By: William A. Gallagher
Name: William A. Gallagher
Title: Vice President Commercial Lending

Please return to the Secured Party at the address stated above.

Filing Officer Copy -- Alphabetical

11/13

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) ATI TELEPHONE SYSTEMS, DIVISION OF ALARM TECHNOLOGIES INC. 2455 Hudson Street Annapolis, Maryland 21401		2. Secured Party(ies) and address(es) PANASONIC INDUSTRIAL COMPANY One Panasonic Way Secaucus, NJ 07094 Attention: National Credit Manager		3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>246371</u>		Filed with <u>Anne Arundel County</u>		Date Filed <u>3-1-</u> 19 <u>83</u>
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.				
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.				
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.				
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.				
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.				
10.				

No. of additional Sheets presented _____

ATI TELEPHONE SYSTEMS, DIVISION OF ALARM TECHNOLOGIES, INC. _____

PANASONIC INDUSTRIAL COMPANY _____

By: _____ Signature(s) of Secured Party(ies)

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

STATE OF MARYLAND

548 121

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247852

RECORDED IN LIBER 463 FOLIO 120 ON 6-22-83 (DATE)

1. DEBTOR

Name Alarm Technologies, Inc. T/A ATI Telephone Systems
Address 2455 Hudson Street, Ann.Md.21401

2. SECURED PARTY

CHASE MARKETING COMPANY
Name
Address P.O. Box 2307, 12160 Parklawn Drive, Rockville, Maryland 20852

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

CHASE MARKETING COMPANY

Dated 11/1/89
Howard B. Katz
Howard B. Katz

Edith Black, Sec.
(Signature of Secured Party)
Edith Black
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

548 125

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252713

RECORDED IN LIBER _____ FOLIO _____ ON _____ (DATE)

1. DEBTOR

Name Alarm Tech, Inc.
2455 Hudson Street, Annapolis, MD 21401
Address _____

2. SECURED PARTY

Name Charles A. Murray ITF Gordon Berryman
4307 Harbor House Dr, Tampa, FL 33615
Address _____

Charles A. White-Business Leasing Assoc. 1520 King Street, Alex., VA 22314

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/24/87

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>1 Cellular Phone NEC Model EZ970A Serial #M1843</p>	

Dated 7-12-89

Business Leasing Associates, Inc.
(Signature of Secured Party)

Charles A. White, Jr. VP, Admin
Type or Print Above Name on Above Line

10-
2

279120 548 126

TO BE RECORDED AMONG THE FINANCING RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND

Not to be recorded
in Land Records

Not subject to Recordation Tax
Principal amount of debt
secured is:

\$500,000

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

- | | |
|--|--|
| 1. Debtor: | Address: |
| James E. Templeton | 222 Severn Avenue
Annapolis, Maryland 21403 |
| 2. Secured Party: | Address: |
| The Annapolis Banking
and Trust Company | P.O. Box 311
Annapolis, Maryland 21404 |
| 3. Trustee: | Address: |
| William A. Busik
and Randall M. Roby | P.O. Box 311
Annapolis, Maryland 21404 |

4. This Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

The Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owned by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property located at 222 Severn Avenue, Annapolis, Maryland of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: December 15, 1991.

Debtor:

Secured Party:

By: James E. Jough

By: Helen A. Davis

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Bennett Crain, Jr., Esquire
Hartman and Crain
2660 Riva Road - Fourth Floor
Annapolis, Maryland 21401

B03470BC.STM

J. R. McCrone, Jr., Inc.

Engineers • Land Planners • Land Surveyors

REGISTERED IN MARYLAND AND DELAWARE

J.R. McCrone, Jr.
1938-1958

Chairman of the Board
F.M. Latham, Jr., L.S.

Associates
EDWARD A. BROWN, L.S.
RONALD W. CICCARONE, L.S.
JAMES M. LUFF, L.S.
BEN A. MOORE, JR., L.S.
CHARLES R. MOORE, JR., L.S.
RALPH PORTER, P.L.S.
THOMAS H. VOISINET, P.E.
WILLIAM R. WATSON, L.S.
WILLIAM P. HIGGS, P.L.S.

President
JOHN T. LATHAM, L.S.

Vice Presidents
HARRY E. STURDEVANT, P.E. & L.S.
F.M. LATHAM, III, P.E.
ERNEST L. BELL, JR., L.S.
DAVID E. MOUL, CPA, TREAS.

October 14, 1981

548-128

REPLY TO: Annapolis

DESCRIPTION OF 3.483 ACRES
(PREPARED FOR W & P NAUTICAL, INC.)
NORTH SIDE OF SEVERN AVENUE BETWEEN FIRST, SECOND AND THIRD STREET
PROPERTY OF JAMES E. TEMPLETON,
EASTPORT, ANNAPOLIS
6TH DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the first at a pipe set at the intersection formed by the northwest side of Severn Avenue with the northeast side of Third Street formerly Fourth Street; said pipe marks the southernmost corner of the conveyance from Grace C. Chase, widow, to John Trumpy and Sons, Inc., by deed dated January 19, 1971 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2384, folio 66;

THENCE from the place of beginning so fixed and leaving Severn Avenue and running with the northeast side of Third Street, formerly Fourth Street, with bearings corrected to Annapolis Grid North, North 37° 40' 03" West, 161.85 feet to a pipe set;

THENCE continuing with the northeast side of Third Street, North 37° 40' 03" West, 24.0 feet, formerly the southwest outline of the conveyance from George B. Woelfel and Ruth Woelfel, his wife, to Emma Davis by deed dated May 11, 1956 and recorded among said Land Records in Liber G.T.C. 1030, folio 110 and since conveyed to James E. Templeton by Virginia Davis Bryant, Trustee, by deed dated September 4, 1979 and recorded among said Land Records in Liber 3241, folio 541;

EXHIBIT A

ANNAPOLIS
20 Ridgely Avenue
P.O. Box 1789
Annapolis, MD 21404
Telephone: 267-8871

CENTREVILLE
117 Lawyers Row
Centreville, MD 21617
758-2237

CHESTERTOWN
Route 213-11D 4, Box 650
Chestertown, MD 21620
778-3272
Elkton 398-1550

DENTON
322 Market Street
Denton, MD 21529
479-3606

EASTON
107 N. West Street
Easton, MD 21601
822-3322
Trappe
476-3206

LEONARDTOWN
Court House Drive
P.O. Box 207
Leonardtown, MD 20650
475-5522

PRINCE FREDERICK
Route 765, P.O. Box C
Prince Frederick, MD 20686
535-4510
Washington 855-1798

THENCE leaving the conveyance from Bryant to Templeton and running with the northeast side of Third Street, North $37^{\circ} 40' 03''$ West, 101.15 feet for a total distance of 287.0 feet to a P.K. nail set in the top of an existing bulkhead at the shoreline of Spa Creek;

THENCE leaving Third Street and running with the lines of said Bulkhead along the shoreline of Spa Creek, North $51^{\circ} 56' 24''$ East, 3.91 feet to a bend in said bulkhead;

THENCE continuing with said bulkhead the following thirteen (13) courses and distances;

North $36^{\circ} 18' 51''$ West, 25.77 feet; North $48^{\circ} 05' 21''$ East, 74.92 feet;
North $00^{\circ} 24' 53''$ West, 26.25 feet; North $46^{\circ} 43' 33''$ East, 12.04 feet; North $37^{\circ} 37' 10''$ West, 29.28 feet; North $19^{\circ} 44' 29''$ West, 45.61 feet; North $51^{\circ} 06' 36''$ East, 65.53 feet; South $38^{\circ} 31' 00''$ East, 33.01 feet; North $54^{\circ} 10' 12''$ East, 60.17 feet; North $37^{\circ} 12' 19''$ West, 76.85 feet; North $44^{\circ} 41' 15''$ East, 19.98 feet; North $15^{\circ} 47' 47''$ West, 4.08 feet; North $50^{\circ} 55' 25''$ East, 58.75 feet and South $39^{\circ} 44' 41''$ East, 46.58 feet to a P.K. Nail set in said bulkhead at the intersection with the southwest side of Second Street, formerly Fifth Street;

THENCE leaving Spa Creek and said bulkhead and running with the southwest side of Second Street, formerly Fifth Street, South $37^{\circ} 51' 01''$ East, 328.01 feet to a pipe set;

THENCE leaving Second Street and running with the northwest side of a parcel of said land to be in the possession of Nellie Swink known as No. 200 Severn Avenue South $52^{\circ} 12' 37''$ West, 55.01 feet to a pipe set;

THENCE with the Southwest outline of said Swink lot South $37^{\circ} 51' 01''$ East, 89.00 feet to a pipe set on the northwest side of Severn Avenue;

THENCE leaving the Swink lot and running with the northwest side of Severn Avenue South $52^{\circ} 12' 37''$ West, 276.00 feet to the place of beginning;

CONTAINING 2.831 acres, more or less, as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in October 1973 and July 1981 and described in October 1981;

BEING all of that lot of ground conveyed by John Trumpy and Sons, Liquidating Corporation formerly known as John Trumpy and Sons, Inc., to James E. Templeton by deed dated December 16, 1974 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 2725, folio 873;

BEING all that area of Spa Creek acquired by bulkheading and land filling between the South $38^{\circ} 31' 00''$ East, 55.90 foot line and the North $54^{\circ} 10' 12''$ East, 25.01 foot line as described in deed 2725-873 and recorded in the Land Records of Anne Arundel County, Maryland;

CONTAINING 0.019 acres;

BEING all of that lot of ground conveyed by George B. Woelfel and Ruth Woelfel, his wife, to Emma Davis by deed dated May 11, 1956 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2384, folio 66 and conveyed by Virginia Davis Bryant, Trustee, to James E. Templeton by deed 3241-541, dated September 4, 1979 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3241, folio 541;

CONTAINING 0.05 acres;

SUBJECT however to a 10 foot utility right of way sewer as described in a deed of easement between the Annapolis Yacht Yard Inc., et al., and the Anne Arundel County Sanitary Commission dated April 26, 1940 and recorded among the said Land Records in Liber J.H.H. 217, folio 168; the centerline of which begins at a point 39.18 feet from the north end of the North $37^{\circ} 40' 03''$ West, 287.0 foot line and runs in a northeasterly direction across said property North $38^{\circ} 54' 41''$ East, 339.24 feet to intersect the South $37^{\circ} 51' 01''$ East, 328.01 foot line at a point 91.16 feet from the northernmost end of said line;

BEGINNING for the second at a pipe set on the northeast side of Second Street formerly Fifth Street as shown on a plat of Horn Point, now Eastport, and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 11, folio 31; said pipe marks the end of the South $52^{\circ} 13' 30''$ West, 215.01 foot line of the conveyance from John Trumpy and Sons, Liquidating Corporation to James E. Templeton by deed dated December 16, 1974 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2725, folio 873; said pipe being located North $37^{\circ} 51' 01''$ West, 172.14 feet from a P.K. Nail set in the northwest curb line of Severn Avenue;

THENCE from the place of beginning so fixed and running with the Northeast side of Second Street with courses referred to Annapolis Grid North, North $37^{\circ} 51' 01''$ West, 132.14 feet;

THENCE leaving Second Street and running for a new division line across part of Part One in the conveyance from Annapolis Yacht Yard Inc., to John Trumpy and Sons, Inc., by deed dated October 17, 1947 and recorded among the said Land Records in Liber J.H.H. 437, folio 254 and across part of the above mentioned conveyance from Heller to John Trumpy and Sons, Inc., (Liber 1687, folio 325), North $52^{\circ} 14' 39''$ East, 214.79 feet to a pipe set in the South $38^{\circ} 50' 50''$ East, 86.84 foot line of the above mentioned conveyance from Heller to Trumpy and Sons, Inc.

THENCE running with part of said last mentioned line as now surveyed South $38^{\circ} 36' 21''$ East, 47.00 feet to a pipe found at the end of said line;

THENCE continuing with the outlines of the conveyance from Heller to Trumpy, South $37^{\circ} 34' 47''$ East, 85.09 feet to a pipe set;

THENCE South $52^{\circ} 13' 30''$ West, 215.01 feet to the place of beginning;

CONTAINING 0.652 acres as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in October 1973 and described in October 1981;

BEING part of Part One in the conveyance from Annapolis Yacht Yard, Inc., to John Trumpy and Sons, Inc., by deed dated October 17, 1947 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 437, folio 254 and being part of a conveyance from Robert W. Heller and Lucy N. Heller, his wife to John Trumpy and Sons, Inc., by deed dated August 28, 1963 and recorded among the said Land Records in Liber 1687, folio 325;

The said John Trumpy and Sons, Inc., having had its name changed to John Trumpy and Sons, Liquidating Corporation, through the filing of Articles of Amendment to its Articles of Incorporation with the Department of Assessments and Taxation of the State of Maryland on December 13, 1974;

BEGINNING for the Third at a point in the North 50° 55' 25" East, 58.75 foot line as described in Part One above and

CONTAINING a structure now known as the Chart House Restaurant which is constructed on pilings and piers and pier structures which extend from fast land into the waters of Spa Creek and described as follows;

BEGINNING at a point 6 feet from the east end of the North 50° 55' 25" East, 58.75 foot line;

THENCE leaving said line and running in a northwesterly direction with the east edge of the said Chart House Restaurant, 168 feet;

THENCE with the North side of the said restaurant 53 feet;

THENCE with the west side of the said restaurant 168 feet to the intersection of the westernmost end of the North 50° 55' 25" East, 58.75 foot line;

THENCE with the North 50° 55' 25" East, 58.75 foot line to the place of beginning

Mailed by *Chesapeake Land*

279122

C:\MN422205.FIS
3740.L
10/31/89

548 133

PRINCE GEORGE'S COUNTY, MD
NO TRANSFER/RECORDATION
TAXES TO BE COLLECTED
DATE 11/1/89 BY 7

FINANCING STATEMENT

1. Names of Debtor: HUBBARD ASSOCIATES "A" HOLDING
LIMITED PARTNERSHIP
Addresses: c/o Siena Corporation
12011 Guilford Road
Suite 101
Annapolis Junction, Maryland 20701
Attention: Anthony R. Manganaro
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Industries Group
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated October 31, 1989 (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and Constance M. Creamer, as Trustees, and the Secured Party.

1800
850

11/13/89
H. ERLE SCHAFER
C.D. CIRCUIT COURT

RECORD FEE 18.00
POSTAGE .50
#610160 0237 002 115:19

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

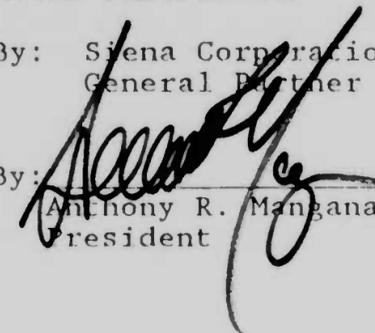
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

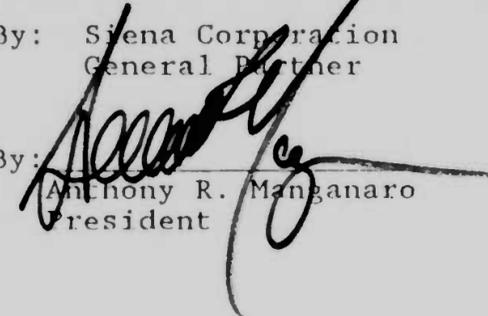
548 135

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

Debtor:

HUBBARD ASSOCIATES "A" HOLDING
LIMITED PARTNERSHIP

By:  Siena Corporation
General Partner

By:  Anthony R. Manganaro
President

Secured Party:

MARYLAND NATIONAL BANK

By:  A. David Horsman
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Mabeth W. Hudson, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF PRINCE GEORGE'S COUNTY
2. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
3. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the Thirteenth Election District of Prince George's County, State of Maryland, and more particularly described as follows:

Lot numbered One (1), Block "A", "Section I", in a subdivision known as "Washington Commerce Center" as per plat recorded in Plat Book NLP 131, Plat 54 among the land records of Prince George's County, Maryland.

279123

C:\M922205.F15
3740.L
(Car Wash)
10/31/89

as 548 REC 137

PRINCE GEORGE'S CO. MD.
NO TRANSFER ON
TAXES TO BE PAID
DATE 11/1/89 BY 7

FINANCING STATEMENT

1. Names of Debtor: HUBBARD ASSOCIATES "A" HOLDING
LIMITED PARTNERSHIP
Addresses: c/o Siena Corporation
12011 Guilford Road
Suite 101
Annapolis Junction, Maryland 20701
Attention: Anthony R. Manganaro
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Industries Group
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202

RECORD FEE 18.00
POSTAGE .50
4510170 0237 802 115119
OK

11/13/89
H. EARLE SCHAFER
CO. CIRCUIT COURT

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated October 31, 1989 (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirwil and Constance M. Creamer, as Trustees, and the Secured Party.

1033



(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

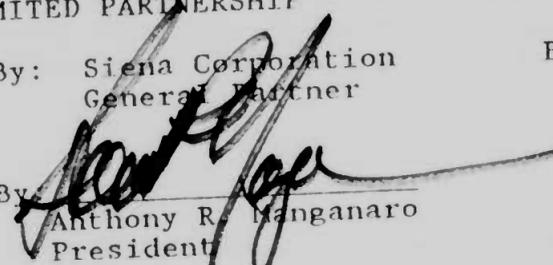
548 139

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

Debtor:

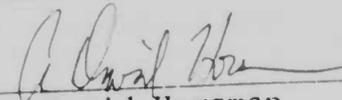
HUBBARD ASSOCIATES "A" HOLDING
LIMITED PARTNERSHIP

By: Siena Corporation
General Partner

By: 
Anthony R. Manganaro
President

Secured Party:

MARYLAND NATIONAL BANK

By: 
A. David Horsman
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Mabeth W. Hudson, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF PRINCE GEORGE'S COUNTY
2. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
3. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

548 140

EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the Thirteenth Election District of Prince George's County, State of Maryland, and more particularly described as follows:

Lot numbered One (1), Block "A", "Section I", in a subdivision known as "Washington Commerce Center" as per plat recorded in Plat Book NLP 131, Plat 54 among the land records of Prince George's County, Maryland.

Return
CHICAGO TITLE INSURANCE CO.
1110 Vermont Ave. N.W., Suite 830
Washington, D.C. 20005
52278 *See*

279125

548 page 142

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County and Maryland State Department of Assessments & Taxation
- 3. Not subject to Recordation Tax
- 4. Recordation Tax has been paid on the principal amount of \$ 650,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s) Aspen Joint Venture Address(es) 670 Hendler Road Severna Park, Maryland 21146

6. Secured Party MARYLAND NATIONAL BANK Address Real Estate and Mortgage Division P.O. Box 871 Annapolis, Md. 21404
 Attention Dennis R. Glasgow

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 16, 19 89 from Debtor(s) Constance M. Creamer and Margaret D. Kimball, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created

Debtor(s) Aspen Joint Venture

Secured Party MARYLAND NATIONAL BANK
 By Dennis R. Glasgow (SEAL) Dennis R. Glasgow, Vice President
E. Patrick Cole, Managing General Partner (SEAL) Type name and title

Mr Clerk. Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

RECEIVED 11/11/89 12:00
 MAIL ROOM 11/11/89
 11/11/89
 H. EMLE SCHWARTZ
 2200 W. CAPITAL BLVD

STATE OF MARYLAND

279126 1 of 7

FINANCING STATEMENT ~~548~~ ~~143~~ Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated 11/6/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hackett Mills Hydro Associates
c/o Synergics, Inc., Synergics Centre
 Address 191 Main Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Trust Company of the West, as Trustee
400 South Hope Street
 Address Suite 500
Los Angeles, California 90071

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) January 1, 2010

4. This financing statement covers the following types (or items) of property: (list)

Collateral as defined on Annex A hereto.

Name and address of Assignee

RECORD FEE 17.00
 POSTAGE CK .50
 ATTORNEY FEES 604 TOP:14
 11/14/89

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) H. EYLE SCHAFER
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) SA CO. CIRCUIT COURT

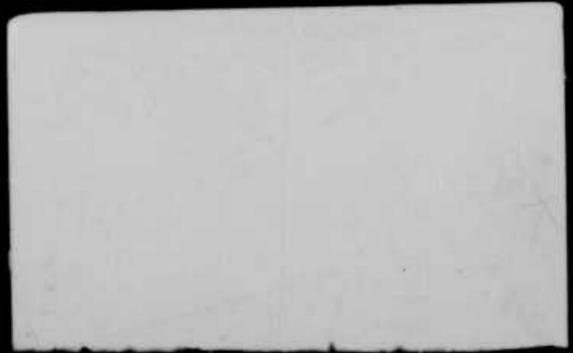
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Hackett Mills Hydro Associates
 By: [Signature]
 (Signature of Debtor)
JOHN B. GRETT
 Type or Print Above Name on Above Line

 (Signature of Debtor)
 Type or Print Above Signature on Above Line

 (Signature of Secured Party)
 Type or Print Above Signature on Above Line

1700
 50



548 144

ANNEX A

TO

UCC-1 FINANCING STATEMENT

HACKETT MILLS HYDRO ASSOCIATES (DEBTOR)

TRUST COMPANY OF THE WEST, AS TRUSTEE (SECURED PARTY)

"Collateral" means, in each case whether now or hereafter existing or now owned or hereafter acquired by the Debtor and whether or not the same is subject to Article 8 or 9 of the "Uniform Commercial Code" or constitutes collateral by reason of more than one of the following clauses, the following items. Reference is made to the Loan Agreement between Synergics, Inc. and Trust Company of the West, as Trustee, dated as of October 31, 1989 (the **"Loan Agreement"**); all capitalized terms used herein but not defined herein shall have the meaning ascribed to them therein.

(i) The following agreements and documents:

- (A) the Power Purchase Contract between Hackett Mills Hydro Associates ("Hackett Mills") and Central Maine Power Company, dated April 2, 1984;
- (B) the Contribution Agreement between Hackett Mills and Emporia Hydropower Limited Partnership, dated as of the date of this Agreement;
- (C) the Management Agreement between Hackett Mills and Synergics, Inc., dated October 15, 1985; and
- (D) each and every performance or payment bond (including, without limitation, the Surety Bonds), warranty, guaranty and other similar document relating to the performance by any party (except Hackett Mills) of any of the foregoing;

as each such agreement, contract and document may be amended, supplemented or otherwise modified from time to time (said agreements, contracts and documents, as so amended, supplemented or modified, being, individually, an **"Assigned Agreement"**, and, collectively, the **"Assigned Agreements"**), including, without limitation, (1) all rights of Hackett Mills to receive moneys due and to become due under or pursuant to the Assigned

Agreements, (2) all rights of Hackett Mills to receive proceeds of any insurance, payment and/or performance bond (including, without limitation, the Surety Bonds), indemnity, warranty or guaranty with respect to the Assigned Agreements, (3) all claims of Hackett Mills for damages arising out of or for breach of or default under the Assigned Agreements and (4) all rights of Hackett Mills to terminate, amend, supplement, modify or waive performance under the Assigned Agreements, to perform thereunder and to compel performance and otherwise to exercise all remedies thereunder;

(ii) All other accounts, contract rights, chattel paper, instruments, franchise agreements, general intangibles and other obligations of any kind now or hereafter existing and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, franchise agreements, general intangibles or obligations including, without limitation, designs, plans and specifications relating to the Project owned by Hackett Mills on the date hereof or hereafter arising, and any right, title or interest of Hackett Mills under any insurance (including, without limitation, the insurance policies required pursuant to Section 5.7 of the Loan Agreement), indemnity, warranty or guaranty in respect of the Project or of any of the foregoing any any rents, revenues, incomes, profits and proceeds in respect of the foregoing (any and all such accounts, contract rights, chattel paper, instruments, general intangibles and obligations being the **"Contracts and Receivables"**, and any and all such leases, security agreements and other contracts being the **"Related Contracts"**);

*** (iii) All equipment in all of its forms, wherever located, now or hereafter existing and all parts thereof and all accessions thereto (any and all such equipment, parts and accessions referred to as the **"Equipment"**) in which Hackett Mills now or at any time in the future may have an interest;

(iv) To the extent not included in paragraph (iii) above, all plant fixtures, business fixtures and other fixtures and storage and office facilities, wherever located, now or hereafter existing, and all additional and accessions thereto and replacements thereof and products thereof in which Hackett Mills now or at any time in the future may have an interest;

(v) All inventory in all of its forms, wherever located, now or hereafter existing (including, but not

limited to, (A) all goods held by Hackett Mills for sale or lease or to be furnished under contracts of service or if Hackett Mills has leased or so furnished them, (B) all raw materials, (C) all goods in which Hackett Mills has or at any time in the future may have an interest in mass or a joint or other interest or right of any kind, and (D) all additions and accessions thereto and replacements thereof) (all such inventory, raw materials, goods, additions, and accessions and replacements being the "Inventory");

(vi) All Authorizations;

(vii) All automobiles, trucks, and other rolling stock or moveable personal property ("Rolling Stock"), including Rolling Stock for which the title thereto is evidenced by a certificate of title issued by the United States or a state which permits or requires a lien thereon to be evidenced upon such title, in which Hackett Mills now or at any time in the future may have an interest;

(viii) All books, records, ledgercards, files, correspondence, computer programs, tapes, disks and related data processing software (owned by Hackett Mills or in which it now has or at any time in the future may have an interest) that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(ix) All deposit accounts in which Hackett Mills now has or at any time in the future may have an interest and all balances in each thereof and all instruments, certificates and notes held or maintained from time to time in each thereof;

(x) To the extent not included in paragraphs (iii) through (viii) above, all goods, all building materials, fixtures, equipment, work in progress and other personal property now or hereafter existing; and

(xi) All proceeds of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Borrower or the Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

STATE OF MARYLAND

287

FINANCING STATEMENT ~~UCC-518~~ ~~147~~ Identifying File No. 279127

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated 11/6/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hackett Mills Hydro Associates
c/o Synergics, Inc., Synergics Centre
Address 191 Main Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Synergics, Inc.
Address Synergics Centre, 191 Main Street
Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) January 1, 2010

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

Collateral as defined on Annex A hereto.

RECORD FEE 17.00
POSTAGE OK .50
ADDITIONAL CHARGE FOR TOP:15
11/14/89
H. ERLE SCHAFER

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)
XX (Products of collateral are also covered)

Hackett Mills Hydro Associates

By: [Signature] v.p. Synergics, Inc.
(Signature of Debtor) Its Managing General Partner.

JOHN B GREET
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SYNERGICS INC

[Signature] v.p.

(Signature of Secured Party)

JOHN B GREET
Type or Print Above Signature on Above Line

170



ANNEX A

TO

UCC-1 FINANCING STATEMENT

HACKETT MILLS HYDRO ASSOCIATES (DEBTOR)

SYNERGICS, INC. (SECURED PARTY)

"Collateral" means, in each case whether now or hereafter existing or now owned or hereafter acquired by the Debtor and whether or not the same is subject to Article 8 or 9 of the "Uniform Commercial Code" or constitutes collateral by reason of more than one of the following clauses, the following items. Reference is made to the Loan Agreement between Synergics, Inc. and Trust Company of the West, as Trustee, dated as of October 31, 1989 (the **"Loan Agreement"**); all capitalized terms used herein but not defined herein shall have the meaning ascribed to them therein.

- (i) The following agreements and documents:
 - (A) the Power Purchase Contract between Hackett Mills Hydro Associates ("Hackett Mills") and Central Maine Power Company, dated April 2, 1984;
 - (B) the Contribution Agreement between Hackett Mills and Emporia Hydropower Limited Partnership, dated as of the date of this Agreement;
 - (C) the Management Agreement between Hackett Mills and Synergics, Inc., dated October 15, 1985; and
 - (D) each and every performance or payment bond (including, without limitation, the Surety Bonds), warranty, guaranty and other similar document relating to the performance by any party (except Hackett Mills) of any of the foregoing;

as each such agreement, contract and document may be amended, supplemented or otherwise modified from time to time (said agreements, contracts and documents, as so amended, supplemented or modified, being, individually, an **"Assigned Agreement"**, and, collectively, the **"Assigned Agreements"**), including, without limitation, (1) all rights of Hackett Mills to receive moneys due and to become due under or pursuant to the Assigned

Agreements, (2) all rights of Hackett Mills to receive proceeds of any insurance, payment and/or performance bond (including, without limitation, the Surety Bonds), indemnity, warranty or guaranty with respect to the Assigned Agreements, (3) all claims of Hackett Mills for damages arising out of or for breach of or default under the Assigned Agreements and (4) all rights of Hackett Mills to terminate, amend, supplement, modify or waive performance under the Assigned Agreements, to perform thereunder and to compel performance and otherwise to exercise all remedies thereunder;

(ii) All other accounts, contract rights, chattel paper, instruments, franchise agreements, general intangibles and other obligations of any kind now or hereafter existing and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, franchise agreements, general intangibles or obligations including, without limitation, designs, plans and specifications relating to the Project owned by Hackett Mills on the date hereof or hereafter arising, and any right, title or interest of Hackett Mills under any insurance (including, without limitation, the insurance policies required pursuant to Section 5.7 of the Loan Agreement), indemnity, warranty or guaranty in respect of the Project or of any of the foregoing any any rents, revenues, incomes, profits and proceeds in respect of the foregoing (any and all such accounts, contract rights, chattel paper, instruments, general intangibles and obligations being the "**Contracts and Receivables**", and any and all such leases, security agreements and other contracts being the "**Related Contracts**");

*** (iii) All equipment in all of its forms, wherever located, now or hereafter existing and all parts thereof and all accessions thereto (any and all such equipment, parts and accessions referred to as the "**Equipment**") in which Hackett Mills now or at any time in the future may have an interest;

(iv) To the extent not included in paragraph (iii) above, all plant fixtures, business fixtures and other fixtures and storage and office facilities, wherever located, now or hereafter existing, and all additional and accessions thereto and replacements thereof and products thereof in which Hackett Mills now or at any time in the future may have an interest;

(v) All inventory in all of its forms, wherever located, now or hereafter existing (including, but not

limited to, (A) all goods held by Hackett Mills for sale or lease or to be furnished under contracts of service or if Hackett Mills has leased or so furnished them, (B) all raw materials, (C) all goods in which Hackett Mills has or at any time in the future may have an interest in mass or a joint or other interest or right of any kind, and (D) all additions and accessions thereto and replacements thereof) (all such inventory, raw materials, goods, additions, and accessions and replacements being the "Inventory");

(vi) All Authorizations;

(vii) All automobiles, trucks, and other rolling stock or moveable personal property ("Rolling Stock"), including Rolling Stock for which the title thereto is evidenced by a certificate of title issued by the United States or a state which permits or requires a lien thereon to be evidenced upon such title, in which Hackett Mills now or at any time in the future may have an interest;

(viii) All books, records, ledgers, files, correspondence, computer programs, tapes, disks and related data processing software (owned by Hackett Mills or in which it now has or at any time in the future may have an interest) that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(ix) All deposit accounts in which Hackett Mills now has or at any time in the future may have an interest and all balances in each thereof and all instruments, certificates and notes held or maintained from time to time in each thereof;

(x) To the extent not included in paragraphs (iii) through (viii) above, all goods, all building materials, fixtures, equipment, work in progress and other personal property now or hereafter existing; and

(xi) All proceeds of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Borrower or the Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

STATE OF MARYLAND

317

548-151

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 548 FOLIO 147 ON _____ (DATE)

1. DEBTOR

Name Hackett Mills Hydro Associates
Address c/o Synergics, Inc., Synergics Centre
191 Main Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Synergics, Inc.
Address Synergics Centre
191 Main Street

Annapolis, Maryland 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) January 1, 2010

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Assignee: Trust Company of the West, as Trustee
400 South Hope Street
Suite 500
Los Angeles, California 90071

RECORDED FILE 10,00
MORTGAGE 200
#222222 (1000) 10/11/89
11/13/89

U. S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

100/0

Dated November 6, 1989

Synergics, Inc.

By: [Signature]
(Signature of Secured Party)

JOHN B. CREE
Type or Print Above Name on Above Line

4 of 7

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 548 REG 152 Identifying File No. 279123

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ - 0 -

If this statement is to be recorded in land records check here.

This financing statement Dated 11/6/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Emporia Hydropower Limited Partnership
 c/o Synergics, Inc., Synergics Centre,
 Address 191 Main Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Trust Company of the West, as Trustee
 400 South Hope Street
 Address Suite 500
 Los Angeles, California 90071

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) January 1, 2010

4. This financing statement covers the following types (or items) of property: (list)

Collateral as defined on Annex A hereto.

Name and address of Assignee

RECORD FEE 22.00
 FILING FEE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Emporia Hydropower Limited Partnership

By: [Signature] v.p. Synergics Inc.
 (Signature of Debtor) General Partner

JOHN B. CRIST
 Type or Print Above Name on Above Line

(Signature of Debtor)

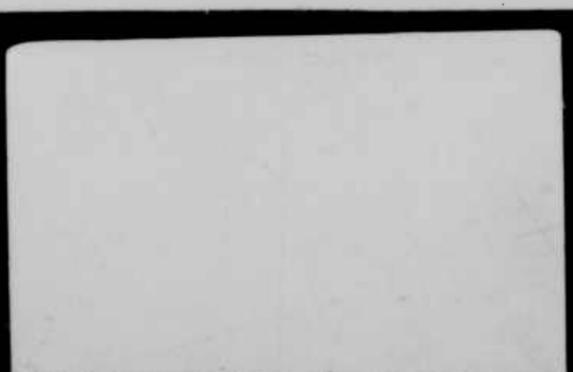
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

22/8

11/14/89
 H. ERIC SCHMIDT
 2200 GERRIT COURT



ANNEX A

TO

UCC-1 FINANCING STATEMENT

EMPORIA HYDROPOWER LIMITED PARTNERSHIP (DEBTOR)

TRUST COMPANY OF THE WEST, AS TRUSTEE (SECURED PARTY)

"Collateral" means, in each case whether now or hereafter existing or now owned or hereafter acquired by the Debtor and whether or not the same is subject to Article 8 or 9 of the "Uniform Commercial Code" or constitutes collateral by reason of more than one of the following clauses, the following items. Reference is made to the Loan Agreement between Synergics, Inc. and Trust Company of the West, as Trustee, dated as of October 31, 1989 (the **"Loan Agreement"**); all capitalized terms used but not defined herein shall have the meanings ascribed to them therein.

- (i) The following agreements and documents:
- (A) the Power Purchase Agreement between Emporia Hydropower Limited Partnership ("**Emporia**") and Virginia Electric Power Company, dated March 19, 1984, as amended;
 - (B) the Contribution Agreement entered into as of the date of this Agreement by and between Emporia and Hackett Mills Hydro Associates;
 - (C) the Easement Agreement between Emporia and the City of Emporia Virginia, dated February 5, 1986;
 - (D) the Management Agreement between Emporia and Synergics, Inc., dated January 30, 1986; and;
 - (E) each and every performance or payment bond) including, without limitation, the Surety Bonds), warranty, guaranty and other similar documents relating to the performance by any party (except Emporia) of any of the foregoing;

as each such agreement, contract and document may be amended, supplemented or otherwise modified from time to time (said agreements, contracts and documents, as so amended, supplemented or modified, being, individually, an **"Assigned Agreement"**, and, collectively, the **"Assigned Agreements"**), including, without limitation, (1) all rights of Emporia to receive moneys due and to become due under or pursuant to the Assigned Agreements, (2) all rights of Emporia to receive proceeds of any insurance, payment and/or performance bond (including, without limitation, the Surety Bonds), indemnity, warranty or guaranty with respect to the Assigned Agreements, (3) all claims of Emporia for damages arising out of or for breach of or default under the Assigned Agreements and (4) all rights of Emporia to terminate, amend, supplement, modify or waive performance under the Assigned Agreements, to perform thereunder and to compel performance and otherwise to exercise all remedies thereunder;

(ii) All other accounts, contract rights, chattel paper, instruments, franchise agreements, general intangibles and other obligations of any kind now or hereafter existing and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, franchise agreements, general intangibles or obligations including, without limitation, designs, plans and specifications relating to the Project owned by Emporia on the date hereof or hereafter arising, and any right, title or interest of Emporia under any insurance (including, without limitation, the insurance policies required pursuant to Section 5.7 of the Loan Agreement), indemnity, warranty or guaranty in respect of the Project or of any of the foregoing any any rents, revenues, incomes, profits and proceeds in respect of the foregoing (any and all such accounts, contract rights, chattel paper, instruments, general intangibles and obligations being the **"Contracts and Receivables"**, and any and all such leases, security agreements and other contracts being the **"Related Contracts"**);

*** (iii) All equipment in all of its forms, wherever located, now or hereafter existing and all parts thereof and all accessions thereto (any and all such equipment, parts and accessions referred to as the **"Equipment"**) in which Emporia now or at any time in the future may have an interest;

(iv) To the extent not included in paragraph (iii) above, all plant fixtures, business fixtures and other fixtures and storage and office facilities, wherever located, now or hereafter existing, and all additional and accessions thereto and replacements thereof and products thereof in which Emporia now or at any time in the future may have an interest;

(v) All inventory in all of its forms, wherever located, now or hereafter existing (including, but not limited to, (A) all goods held by Emporia for sale or lease or to be furnished under contracts of service or if Emporia has leased or so furnished them, (B) all raw materials, (C) all goods in which Emporia has or at any time in the future may have an interest in mass or a joint or other interest or right of any kind, and (D) all additions and accessions thereto and replacements thereof) (all such inventory, raw materials, goods, additions, and accessions and replacements being the "Inventory");

(vi) All Authorizations;

(vii) All automobiles, trucks, and other rolling stock or moveable personal property ("Rolling Stock"), including Rolling Stock for which the title thereto is evidenced by a certificate of title issued by the United States or a state which permits or requires a lien thereon to be evidenced upon such title, in which Emporia now or at any time in the future may have an interest;

(viii) All books, records, ledgercards, files, correspondence, computer programs, tapes, disks and related data processing software (owned by Emporia or in which it now has or at any time in the future may have an interest) that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(ix) All deposit accounts in which Emporia now has or at any time in the future may have an interest and all balances in each thereof and all instruments, certificates and notes held or maintained from time to time in each thereof;

(x) To the extent not included in paragraphs (iii) through (viii) above, all goods, all building materials, fixtures, equipment, work in progress and other personal property now or hereafter existing;

548 156

(xi) All proceeds of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Borrower or the Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

5J193087

4 of 4

STATE OF MARYLAND

5 of 7

FINANCING STATEMENT FORM 301 548 157 Identifying File No. 279129

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here. []

This financing statement Dated 11/6/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Emporia Hydropower Limited Partnership
Address c/o Synergics, Inc., Synergics Centre, 191 Main St., Annapolis, Maryland 21401

2. SECURED PARTY

Name Synergics, Inc.
Address Synergics Centre 191 Main Street Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) January 1, 2010

4. This financing statement covers the following types (or items) of property: (list)

Collateral as defined on Annex A hereto.

Name and address of Assignee

RECORD FEE 22.00
POSTAGE .50

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- [X] (Proceeds of collateral are also covered)
[X] (Products of collateral are also covered)

Emporia Hydropower Limited Partnership

By: [Signature] v. Synergics Inc.
[Signature] (Signature of Debtor)

JOHN B. CREET
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SYNERGICS INC

[Signature] v.p.
(Signature of Secured Party)

JOHN B. CREET
Type or Print Above Signature on Above Line

RECORDED COPY R04 T09:16
11/14/89
H. IRLE SCHAFER
HA CO. CIRCUIT COURT

2200

548 158

ANNEX A

TO

UCC-1 FINANCING STATEMENT

EMPORIA HYDROPOWER LIMITED PARTNERSHIP (DEBTOR)

SYNERGICS, INC. (SECURED PARTY)

"Collateral" means, in each case whether now or hereafter existing or now owned or hereafter acquired by the Debtor and whether or not the same is subject to Article 8 or 9 of the "Uniform Commercial Code" or constitutes collateral by reason of more than one of the following clauses, the following items. Reference is made to the Loan Agreement between Synergics, Inc. and Trust Company of the West, as Trustee, dated as of October 31, 1989 (the **"Loan Agreement"**); all capitalized terms used but not defined herein shall have the meanings ascribed to them therein.

- (i) The following agreements and documents:
- (A) the Power Purchase Agreement between Emporia Hydropower Limited Partnership ("**Emporia**") and Virginia Electric Power Company, dated March 19, 1984, as amended;
 - (B) the Contribution Agreement entered into as of the date of this Agreement by and between Emporia and Hackett Mills Hydro Associates;
 - (C) the Easement Agreement between Emporia and the City of Emporia Virginia, dated February 5, 1986;
 - (D) the Management Agreement between Emporia and Synergics, Inc., dated January 30, 1986; and;
 - (E) each and every performance or payment bond) including, without limitation, the Surety Bonds), warranty, guaranty and other similar documents relating to the performance by any party (except Emporia) of any of the foregoing;

as each such agreement, contract and document may be amended, supplemented or otherwise modified from time to time (said agreements, contracts and documents, as so amended, supplemented or modified, being, individually, an **"Assigned Agreement"**, and, collectively, the **"Assigned Agreements"**), including, without limitation, (1) all rights of Emporia to receive moneys due and to become due under or pursuant to the Assigned Agreements, (2) all rights of Emporia to receive proceeds of any insurance, payment and/or performance bond (including, without limitation, the Surety Bonds), indemnity, warranty or guaranty with respect to the Assigned Agreements, (3) all claims of Emporia for damages arising out of or for breach of or default under the Assigned Agreements and (4) all rights of Emporia to terminate, amend, supplement, modify or waive performance under the Assigned Agreements, to perform thereunder and to compel performance and otherwise to exercise all remedies thereunder;

(ii) All other accounts, contract rights, chattel paper, instruments, franchise agreements, general intangibles and other obligations of any kind now or hereafter existing and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, franchise agreements, general intangibles or obligations including, without limitation, designs, plans and specifications relating to the Project owned by Emporia on the date hereof or hereafter arising, and any right, title or interest of Emporia under any insurance (including, without limitation, the insurance policies required pursuant to Section 5.7 of the Loan Agreement), indemnity, warranty or guaranty in respect of the Project or of any of the foregoing any any rents, revenues, incomes, profits and proceeds in respect of the foregoing (any and all such accounts, contract rights, chattel paper, instruments, general intangibles and obligations being the **"Contracts and Receivables"**, and any and all such leases, security agreements and other contracts being the **"Related Contracts"**);

*** (iii) All equipment in all of its forms, wherever located, now or hereafter existing and all parts thereof and all accessions thereto (any and all such equipment, parts and accessions referred to as the **"Equipment"**) in which Emporia now or at any time in the future may have an interest;

(iv) To the extent not included in paragraph (iii) above, all plant fixtures, business fixtures and other fixtures and storage and office facilities, wherever located, now or hereafter existing, and all additional and accessions thereto and replacements thereof and products thereof in which Emporia now or at any time in the future may have an interest;

(v) All inventory in all of its forms, wherever located, now or hereafter existing (including, but not limited to, (A) all goods held by Emporia for sale or lease or to be furnished under contracts of service or if Emporia has leased or so furnished them, (B) all raw materials, (C) all goods in which Emporia has or at any time in the future may have an interest in mass or a joint or other interest or right of any kind, and (D) all additions and accessions thereto and replacements thereof) (all such inventory, raw materials, goods, additions, and accessions and replacements being the "Inventory");

(vi) All Authorizations;

(vii) All automobiles, trucks, and other rolling stock or moveable personal property ("Rolling Stock"), including Rolling Stock for which the title thereto is evidenced by a certificate of title issued by the United States or a state which permits or requires a lien thereon to be evidenced upon such title, in which Emporia now or at any time in the future may have an interest;

(viii) All books, records, ledgercards, files, correspondence, computer programs, tapes, disks and related data processing software (owned by Emporia or in which it now has or at any time in the future may have an interest) that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(ix) All deposit accounts in which Emporia now has or at any time in the future may have an interest and all balances in each thereof and all instruments, certificates and notes held or maintained from time to time in each thereof;

(x) To the extent not included in paragraphs (iii) through (viii) above, all goods, all building materials, fixtures, equipment, work in progress and other personal property now or hereafter existing;

EX- 548 161

(xi) All proceeds of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Borrower or the Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

5J193085

4 of 4

STATE OF MARYLAND

6 of 7

EX 548 folio 162

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 548 FOLIO 157 ON _____ (DATE)

1. DEBTOR

Name Emporia Hydropower Limited Partnership
c/o Synergics, Inc., Synergics Centre
Address 191 Main Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Synergics, Inc.
Address Synergics Centre, 191 Main Street
Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) January 1, 2010

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Assignee: Trust Company of the West, as Trustee
400 South Hope Street
Suite 500
Los Angeles, California 90071

10,00
3K 100
11/13/09
11/13/09
11/13/09

10000
10

Dated 11/6/89

Synergics, Inc.
By: [Signature]
(Signature of Secured Party)

JOHN B. CREST
Type or Print Above Name on Above Line



STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

279130 767

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ - 0 -

If this statement is to be recorded in land records check here.

This financing statement Dated 11/6/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Synergics, Inc.
Address Synergics Centre, 191 Main Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Trust Company of the West, as Trustee
Address 400 South Hope Street, Suite 500
Los Angeles, California 90071

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) January 1, 2010

4. This financing statement covers the following types (or items) of property: (list)

Collateral as defined on Annex A hereto.

Name and address of Assignee

RECORD FEE 13.00
POSTAGE .50
RECORDS COST R04 TOP:17
CK 11/14/89
H. ERLE SCHAFER
H. ERLE SCHAFER COURT

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line
Synergics, Inc.

By: [Signature] (Signature of Debtor)

(Signature of Secured Party)

1300/80
Type or Print Above Signature on Above Line
JOHN B CREST

Type or Print Above Signature on Above Line

ANNEX A

TO

UCC-1 FINANCING STATEMENT

SYNERGICS, INC. (DEBTOR)

TRUST COMPANY OF THE WEST, AS TRUSTEE (SECURED PARTY)

"Collateral" means, in each case whether now or hereafter existing or now owned or hereafter acquired by the Debtor and whether or not the same is subject to Article 8 or 9 of the "Uniform Commercial Code" or constitutes collateral by reason of more than one of the following clauses, the following items. Reference is made to a Loan Agreement between Synergics, Inc. and Trust Company of the West, as Trustee, dated as of October 31, 1989; all capitalized terms used but not defined herein, shall have the meanings ascribed to them therein.

(a) all payments of principal and/or interest and all cash, instruments or other property from time to time received or receivable or otherwise distributed in exchange for or made in respect of the Emporia Note, the Hackett Mills Note and any other notes or negotiable instruments issued by a Restricted Company to Synergics, Inc. whether now owned or hereafter acquired ("Debt Service Payments");

(b) the Debt Service Account;

(c) all certificates, instruments and other writings representing or evidencing the Debt Service Payments, and all cash, certificates, instruments and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, or upon exercise of the Debt Service Payments;

(d) all other cash, payments, distributions dividends or other property from time to time and at any time received from the Restricted Companies;

(e) the Hackett Mills Assignment and Security Agreement by and among Hackett Mills Hydro Associates, as grantor and Synergics, Inc. and Trust Company of the West, as Trustee, as Co-Secured Parties, dated October 31, 1989;

(f) the Emporia Assignment and Security Agreement by and among Emporia Hydropower Limited Partnership, as grantor and Synergics, Inc. and Trust Company of the

548 PER 165

West, as Trustee, as Co-Secured Parties, dated October 31, 1989; and

(g) all proceeds, products, additions, and accessions of or to any of the items described in subsections (a), (b), (c) and (d) above.

5J192973

2 of 2

FINANCING STATEMENT FORM U.S. 548 REG 166

Identifying File No. 279131

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ - 0 -

If this statement is to be recorded in land records check here. []

This financing statement Dated September 8, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name International Office Machines
Address 7345 Ritchie Highway, Glenburne, MD 21061

2. SECURED PARTY

Name Panasonic Communications & Systems Co./Division of Matsushita Electric Corporation of America
Address Two Panasonic Way, Secaucus, NJ 07094
Attn: Ryall Kerner

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods and merchandise, now held or hereafter acquired by Debtor bearing the trademarks "PANASONIC", "TECHNICS", "RAMSA", or "NATIONAL" either singly or in combination with any other word or words, and all additions or accessions thereto and all proceeds and products of such inventory including with out limitation all documents instruments general intangibles chattel paper accounts and contract rights of DEBTOR now existing or hereafter arising out of or with respect to such inventory of goods and merchandise and all proceeds thereof.

Name and address of Assignee

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORDED 11.00
INDEXED 109114
11/14/89
W. ERNE KERNER
SKS
STATE OF MARYLAND

1100/17

EX. 548 PAGE 167

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Holiday Rambler Corporation 65528 State Road 19 Wakarusa, Indiana 46573	2 Secured Party(ies) and address(es) Heller Financial, Inc. 200 North LaSalle Street Chicago, Illinois 60601	For Filing Officer (Date, Time, Number, and Filing Office)
--	---	---

4 This statement refers to original Financing Statement No. 266007 Dated _____, 19____
 Date filed: February 9, 19 87 Filed with Book 508 Page 34 Anne Arundel County, Maryland

- 5 Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 Release. Partial Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

All assets of the Parkway Distributors Division of Holiday Rambler Corporation, including but not limited to those assets identified in Section 1.2 of the Asset Purchase and Sale Agreement by and between Holiday Rambler Corporation and Stag Trailer Supply, Inc. dated August 30, 1989.

RECORD FEE 10.00
 METAL BK 50
 REC'D FEB 10 1987

10/2

.....
 Signature of Debtor if an Amendment
 Dated:, 19.....

Heller Financial, Inc.
 By: *Steven Johnson* Its: AVP
 Signature(s) of Secured Party(ies)
 Steven Johnson AVP

548 168

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)		2 Secured Party(ies) and address(es)		3 Maturity date (if any):	
Holiday Rambler Corporation 65528 State Road 19 Wakarusa, Indiana 46573		Heller Financial, Inc. 200 North LaSalle Street Chicago, Illinois 60601		For Filing Officer (Date, Time, Number, and Filing Office)	
				SEARCH FEE 10.00 POSTAGE .50	
4 This statement refers to original Financing Statement No. 266008 Dated _____ 19____					
Date filed: February 9, 19 87 Filed with Book 508, Page 39					
Anne Arundel County, Maryland					
5 <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.					
6 <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.					
7 <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.					
8 <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.					
9 <input checked="" type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.					
10 Partial					
FIXTURE FILING					
All assets of the Parkway Distributors Division of Holiday Rambler Corporation, including but not limited to those assets identified in Section 1.2 of the Asset Purchase and Sale Agreement by and between Holiday Rambler Corporation and Stag Trailer Supply, Inc. dated August 30, 1989.					

Signature(s) of Debtor(s) if an Amendment _____

Dated: _____ 19 _____

Heller Financial, Inc.

By: *Dennis D. Hinson* Its: VP

Signature(s) of Secured Party(ies)

Dennis D. Hinson VP

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 **548** **169** Identifying File No. **279132**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 400,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stag - Parkway, Inc.
 Address 6105 Duquesne Drive, S.W., Atlanta, GA 30336
and 7270 Park Circle Drive, Dorsey, MD 21096

2. SECURED PARTY

Name Heller Financial, Inc., As Agent
 Address 101 Park Avenue
New York, New York 10178

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's personal property, including accounts, inventory, equipment and all proceeds thereof, all as more fully described on Rider 1 attached hereto.

Name and address of Assignee

RECORD FEE 11.00
 RECORD TAX 2800.00
 FILING 1.50
 11/14/92

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Theodore G. Caplan
 (Signature of Debtor)

STAG - PARKWAY, INC.
 Type or Print Above Name on Above Line
Theodore G. Caplan - Pres
 (Signature of Debtor)

Type or Print Above Signature on Above Line

James D. Hinson V.P.
 (Signature of Secured Party)
 HELLER FINANCIAL, INC., As Agent

Type or Print Above Signature on Above Line
 James D. Hinson - VP

*1110
2800.00*



548 170

RIDER 1 TO FINANCING STATEMENT ON FORM UCC-1
EXECUTED BY STAG-PARKWAY, INC. IN FAVOR OF
HELLER FINANCIAL, INC.

All of Debtor's property of all kinds and descriptions, wherever the same may now or hereafter be located, now existing and/or owned and hereafter arising and/or acquired, including, without limitation, the following: (i) accounts receivable, bank accounts, chattel paper, contract rights, instruments, documents, tax refunds and rights to receive tax refunds, insurance proceeds, rights of indemnification, contribution and subrogation, deposits, progress payments, investments, blueprints and know-how, securities, copyrights, licenses, royalties, computer programs and software, trademarks, trade names, trade secrets, customer lists and other general intangibles (sometimes hereinafter individually and collectively referred to as "Accounts"), and all goods whose sale, lease or other disposition by Debtor has given rise to Accounts and have been returned to or repossessed or stopped in transit by Debtor; (ii) inventory including, but not limited to, all merchandise, raw materials, parts, supplies, work-in-process, finished products intended for sale, rent, or lease, all packaging materials of every kind and description now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, including such inventory as is temporarily out of Debtor's custody or possession and including any returns upon any accounts or other proceeds ("Inventory"); (iii) goods (other than Inventory), equipment, vehicles and fixtures, together with all accessions thereto (sometimes hereinafter individually and collectively referred to as "Equipment"); (iv) all real estate and leased properties (including purchase options with respect thereto); (v) monies, reserves and property now or at any time or times hereafter in the possession or under the control of the Secured Party or its bailee; (vi) all products and proceeds of the foregoing including, without limitation, proceeds of insurance policies insuring the foregoing; and (vii) all books and records with respect thereto.

STATE OF MARYLAND

FINANCING STATEMENT: ~~FORM 548~~ ~~REV 171~~

Identifying File No. 279133

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 400,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stag - Parkway, Inc.
Address 6105 Duquesne Drive, S.W., Atlanta, GA 30336
and 7453 Candlewood Rd., Hanover, MD 21076

2. SECURED PARTY

Name Heller Financial, Inc., As Agent
Address 101 Park Avenue
New York, New York 10178

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's personal property, including accounts, inventory, equipment and all proceeds thereof, all as more fully described on Rider 1 attached hereto.

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 200.00
POSTAGE CK .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

RECEIVED DEPT. OF REG. 11/14/89
H. LIME SCHIFFER
DE CH. CIRCUIT COURT

Theodore G. Caplan
(Signature of Debtor)

STAG - PARKWAY, INC.
Type or Print Above Name on Above Line
Theodore G. Caplan - Pres.
(Signature of Debtor)

1100
2800

Type or Print Above Signature on Above Line

James D. Hinson - VP
(Signature of Secured Party)
HELLER FINANCIAL, INC., As Agent

Type or Print Above Signature on Above Line
James D. Hinson - VP



EX- 548 172

RIDER 1 TO FINANCING STATEMENT ON FORM UCC-1
EXECUTED BY STAG-PARKWAY, INC. IN FAVOR OF
HELLER FINANCIAL, INC.

All of Debtor's property of all kinds and descriptions, wherever the same may now or hereafter be located, now existing and/or owned and hereafter arising and/or acquired, including, without limitation, the following: (i) accounts receivable, bank accounts, chattel paper, contract rights, instruments, documents, tax refunds and rights to receive tax refunds, insurance proceeds, rights of indemnification, contribution and subrogation, deposits, progress payments, investments, blueprints and know-how, securities, copyrights, licenses, royalties, computer programs and software, trademarks, trade names, trade secrets, customer lists and other general intangibles (sometimes hereinafter individually and collectively referred to as "Accounts"), and all goods whose sale, lease or other disposition by Debtor has given rise to Accounts and have been returned to or repossessed or stopped in transit by Debtor; (ii) inventory including, but not limited to, all merchandise, raw materials, parts, supplies, work-in-process, finished products intended for sale, rent, or lease, all packaging materials of every kind and description now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, including such inventory as is temporarily out of Debtor's custody or possession and including any returns upon any accounts or other proceeds ("Inventory"); (iii) goods (other than Inventory), equipment, vehicles and fixtures, together with all accessions thereto (sometimes hereinafter individually and collectively referred to as "Equipment"); (iv) all real estate and leased properties (including purchase options with respect thereto); (v) monies, reserves and property now or at any time or times hereafter in the possession or under the control of the Secured Party or its bailee; (vi) all products and proceeds of the foregoing including, without limitation, proceeds of insurance policies insuring the foregoing; and (vii) all books and records with respect thereto.

548-173

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
 United Propane, Inc.
 205 Najoles Road
 Millersville, Maryland 21108
 (Ann Arundel County)

2. Secured Party(ies) and address(es)
 Chemi-Trol Chemical Co.
 2776 C.R. 69 Route #1
 Gibsonburg, Ohio 43431
 (Sandusky County)

3. Maturity date (if any):
 For Filing Officer (Date, Time, Number, and Filing Office)
 RECEIVED FEE 11.00
 POSTAGE 2.00
 10/19/86 10:24

4. This financing statement covers the following type(s) (or items) of property: LP Storage Tanks:

3-330 Gal.:	358845, 358847, 358848,
9-500 Gal.:	359461, 359464, 359465, 359541, 359542,
36-420 Lb.:	359543, 359544, 359546, 359547,
	24443, 24882, 24946, 24998, 24611, 24957,
	24958, 24985, 24963, 24994, 24995, 24406,
	25018, 24941, 24464, 24544, 24561, 24961,
	25041, 25053, 25034, 25414, 25400, 25375,
	25038, 25413, 25055, 26011, 25968, 25962,
	25963, 25959, 26100, 25880, 26002, 26034.

5. Assignee(s) of Secured Party and Address(es)
 Subject to reclamation
 by fuel to my
 plant 3/22/80
 504-538

NOTE NO. 1197

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date Nov 5 19 89

By: [Signature]
 (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.

Filed with: County Recorder

(3) Filing Officer Copy-Acknowledgement

RECEIVED FEE 11.00
 POSTAGE 2.00
 10/19/86 10:24
 H. FRED BOWEN
 44 CO. CLERK

548-171

279134

FINANCING STATEMENT

TO BE RECORDED AMONG
THE FIN RECORDS OF
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS
OF DEBTOR:

Senate Properties, Inc.
c/o BTR Realty, Inc.
1302 Concourse Drive
Suite 202
Linthicum, Maryland 21090

2. NAME AND ADDRESS
OF SECURED PARTY:

The First National Bank of
Maryland
110 South Paca Street
Baltimore, Maryland 21201
Attn: Commercial Real Estate
Division 109-900

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees,

1750

warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of PATRICIA A. BRIAN and ANNA M. MARCELLINO, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or

to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:

SENATE PROPERTIES, INC.

By: *J. Patrick H.*

Its *Vice President*

Filing Officer: After recordation, please return this Financing Statement to:

Diane Hewes
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

548 177

EXHIBIT A

Being all of Lot(s) 2, 5, and 6, Hillsborough Crossing
Subdivision, as shown on plat recorded in Plat Book 51, Page
177, Orange County Registry, State of North Carolina.

548 178

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) MR WILLEN R ALLEN MR MARY B ALLEN 773 221ST STREET PASADENA, MD, 21122	2. Secured Party(ies) and address(es) ENVIRONMENTAL WATER CONTROL INC 511 C EASTERN BLVD ESSEX, MD, 21221	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 1.20 RECORD FEE 10.80 8337620 0717 R03 710:55 04/15/89 H. ERLE SCHAEFER COURT
4. This financing statement covers the following types (or items) of property: (SECURED PARTY IS SELLER) INSTALLED ONE UNITED STANDARD WATER TREATMENT SYSTEM MODEL 1054 COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 773 221ST STREET PASADENA, MD, 21122)		5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FIN SERV 901 DULANEY VALLEY RD SUITE 126 TOWSON, MD, 21204

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Filed with: **AA COUNTY**

TERMINATION STATEMENT. This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date OCTOBER 23rd 19 89 ID#276944 SECURITY PACIFIC FINANCIAL SRVS
 BOOK 540 pg 81 By: Shirley Heun
 (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)
SHIRLEY HEUN
 Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

(3) Filing Officer Copy-Acknowledgement

RECORD FEE 1.20
 RECORD FEE 10.80
 8337620 0717 R03 710:55
 04/15/89
 H. ERLE SCHAEFER
 COURT

548 179 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 279135
R.A. Co. 0m11
11.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 10/31/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Huber's Bus Service, Inc.
Address 103 Wells Avenue, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp
Address 110 South Paca Street, Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, parts, substitutions, trade-ins, and and improvements thereto, and all existing and future accounts, contract rights, general documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) new 1989 Thomas Saf-T-Liner MVP Model 3208210 school bus S/N 1T7B3D832K1366306 with a 69 passenger Thomas body.

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Huber's Bus Service, Inc.

William J Hubers Pres
(Signature of Debtor)

William J Hubers President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

W.R. Brown
(Signature of Secured Party)

W.R. Brown, Asst. Vice President

Type or Print Above Signature on Above Line

11/50

273244

545 150

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) METHUSELAH PUMPHREY 4966 SANDS Rd. LOTHIAN, MD. 20711	2. Secured Party(ies) and Address(es) FORD MOTOR Credit Company P.O. Box 36387 RICHMOND, VA-23235
---	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

NEW 1989 FORD TRACTOR 4610 SN# BB81297

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Methuselah Pumphrey
(SIGNATURE OF DEBTOR)

Ford Motor Credit Company
(NAME OF SECURED PARTY)

METHUSELAH PUMPHREY
(SIGNATURE OF DEBTOR)

BY: [Signature] (Rep)

1130

548 181

279136

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
XX Subject to Recordation Tax on prin-
cipal amount of \$ 25,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor

Address

R.A. HAIR-EM, INC.

1153 ROUTE 3
GAMBRILLS, MD 21054

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral): ALL OF BORROWER'S FURNITURE, FIXTURES, MACHINERY, AND EQUIPMENT AND ALL REPLACEMENTS THEREOF AND ADDITIONS OR ATTACHMENTS THERETO, AND ALL BORROWER'S ACCOUNTS RECEIVABLE, CONTRACT RIGHTS AND INVENTORY, NOW OWNED OR HEREAFTER ACQUIRED, AND THE PROCEEDS AND PRODUCTS THEREOF, SUBJECT, BUT NOT LIMITED TO THE FOLLOWING ATTACHED "SCHEDULE A".

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. Proceeds) of the collateral are also specifically covered.
 Products)

Debtor

Secured Party (Assignee)

R.A. HAIR-EM, INC.

THE CITIZENS NATIONAL BANK
Laurel, Maryland 20707

By: Robert A. Zupko
Robert A. Zupko, President

By: Jack E. Thomas
Jack E. Thomas
Assistant Vice President

By: Sue Zupko
Sue Zupko, Sec./Treas.

Type or print all names and titles under signatures.

"SCHEDULE A"
SCHEDULE DESCRIBING COLLATERAL

548 182

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the 3rd day of November, 1989, by Debtors and is hereby expressly made a part of said SECURITY AGREEMENT.)

DESCRIPTION OF COLLATERAL

QUANTITY	STOCK NUMBER	DESCRIPTION
1	C/B	RECEPTION DESK AS DESIGNED W/ DISPLAY AND STORAGE CABINET
8	C/B	STYLING STATIONS AS DESIGNED (WALL UNITS)
4	C/B	BACK TO BACK STYLING STATIONS
1	C/B	BACK TO BACK STYLING STATION W/ MAKE UP (ONE SIDE)
2	C/B 36"	BENCHES FOR MANICURE CLIENTS W/ STORAGE
1	C/B 11'0"	BENCHES FOR MANICURE CLIENTS W/ STORAGE
2	C/B	PLANTER BOXES
2	C/B	SHAMPOO CABINETS AS DESIGNED
1	C/B	DOUBLE PEDICURE UNIT W/ SINK (FABRIC SUPPLIED BY OTHER)
4	C/B	CABINETS FOR SHAMPOO AND STATION IN CHEMICAL AREA
2	C/B	FACIAL CABINETS 7' EACH SINK NOT INCLUDED
8	SC47	PUMP CHAIR
17	500ST	EUROPA STYLING CHAIRS
4	350	EXECUTIVE MANICURE TABLE VENTED
6	ERGO	ERGO WASHES
4	S 10	BELVEDERE DRYER (SMOKED HOOD)
4	PRESTO	WALL MOUNT DRYER
4	RS 15	RECEPTION DRYER SOFA
4	3100	SHAMPOO SINK W/ 622 FIX
4	14-00AP	ALL PURPOSE PHINEA CHAIRS
3	SC47A	RECEPTIONIST CHAIRS
2	VO-4	STEAMER W/ OZONE
2	AF-03	HIGH FREQUENCY
2	B2000	BRUSHING
1		WAXING AND MASSAGE BED
2	DYNEX	MAGNIFYING LAMP

- 1 MITSUBISHI COMPUTER PROCESSING UNIT, MODEL MP 2320, S/N A2263286
- 1 SAMTRON MONITOR, MODEL SM430, S/N 8906020284
- 2 THOMPSON COLOR MONITORS, MODEL 4120
- 1 PANASONIC KXP1092I MULTIMODE PRINTER

WITNESS: _____ (SEAL)

WITNESS: _____ (SEAL)

ADDRESS: _____ (SECRET)

(CITY, COUNTY, AND STATE)

(SEAL)

(CORPORATE DEBTOR SIGN BELOW)

Attest:

R.A. HAIR-EM, INC.

Sue Zupko

(SECRETARY)

BY:

Robert A. Zupko, President

548 183

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR and Address (Last Name First)</p> <p>J. Kim Institute of Tae Kwon Do, Inc. 5415 Harford Road Baltimore, Maryland 21214</p>	<p>2. SECURED PARTY and Address</p> <p>Union Trust Co. of Maryland n/k/a Signet Bank/Maryland P.O. Box 17063 Baltimore, Maryland 21203</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>Signet Bank/Maryland BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203</p>

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 261474 Date 4-23-86, 19 86
 Record Reference book 497 page 218-219

6. Item No. _____ of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Additional \$200,000.00 is being extended to the customer for leasehold improvements. This amount is not subject to recordation tax as no new equipment is being purchased.

For informational purposes only Corporate Headquarters is located at:

1615 York Road
Suite 205
Lutherville, MD 21093

Dated this 3rd day of November, 19 89

DEBTOR:
J. Kim Institute of Tae Kwon Do, Inc.

SECURED PARTY:
Union Trust Co. of Maryland
n/k/a Signet Bank/Maryland

By: [Signature] President
(Title)

By: [Signature] CEO
(Title)

Bobby Jae Kim, Pres

UCC-6

1500

RECEIVED

NOV 6 1989

HDC

4000 Cumberland Parkway
Bldg. 300, Suite C
Atlanta, GA 30339
(404) 433-0983

548 185

BILL TO:

Ms. Nancy Lloyd
3690 Brookmill Dr.
Winchester, VA 22601

SHIP TO:

Freshens Premium Yogurt
Apple Blossom Mall
701 Millwood Ave.
Winchester, VA 22601

Attachment A
TERMS:

QUANTITY	DESCRIPTION
1	AMERICAN MENU ILLUMINATED MENUBOARD; custom designed. Size: 102"w x 34"h x 6"d. Extra strips and box of numbers included; recessed in wall; #14
1	30x30 CLASSIC TABLETOP, oak edge banding with Pionite "Mercury" SG204 suede laminate
2	30x24 CLASSIC TABLETOP, oak edge banding with Pionite "Mercury" SG204 suede laminate
3	CL2222 CLASSIC TABLE BASE
2	GIDECO FRESHCONE CONE MACHINES: machine tool die cast aluminum alloy heads. Thermostat with light indicator; cord and plug.
1	GIDECO OPENING PACKAGE with EXTRA CONE ROLLER; seconds timer included.
1	SPACE SAVER waffle cone storage/display cabinet
3	CREAMERY CONCEPTS 8x8x12 ACRYLIC BOX
1	DELFIELD UNDER-COUNTER REFRIGERATOR #406CA; self-contained refrigerated base; single door; hinged on left; 1/5 h.p. compressor; mounted on 3" high casters; 5 year factory warranty; 4 month part and labor.
1	MAGNETIC STRIPS; set of 24 magnetic flavor strips
1	GRAND OPENING POSTER SET; includes: 1 Grand opening poster and banner, 5 Freshens posters, 2 Freshens duratrans and 1 Marketing Sale Tips poster
4	MFG 4-1/2" deep trays for reach-in cooler
	TOTAL



Hill Distributing Corporation
 4000 Cumberland Parkway
 Bldg. 300, Suite C
 Atlanta, GA 30339
 (404) 433-0983

548 20186

Page: 2

TO:

SHIP TO:

Ms. Nancy Lloyd
 3690 Brookmill Dr.
 Winchester, VA 22601

Freshens Premium Yogurt
 Apple Blossom Mall
 701 Millwood Ave.
 Winchester, VA 22601

Attachment A.

TERMS:

QUANTITY	DESCRIPTION
2	W.A. BROWN STEP-IN FREEZER, 60"w x 6'6"h x 46"d 5 year compressor warranty
1	W.A. BROWN STEP-IN COOLER, 60"w x 6'6"h x 46"d 5 year compressor warranty
1	MISSOURI EQUIPMENT Three compartment utility sink, each compartment 16" wide x 20" deep; stainless steel legs; "H" frame sink legs; 2'0" integral drainboard
1	MISSOURI EQUIPMENT faucet for above sink
2	SWEDA #2855 CASH REGISTER; pre-programmed with Freshens information
3	TAYLOR FREEZER YOGURT MACHINES #754. Console twistmaster unit; water-cooled operation; stainless steel construction. 3 faucet attachments; shell/hopper/compressor warranty
1	TAYLOR FREEZER FLURRY BLENDER, 10"w x 9"d x 24"h, 2.6 amps, 120V-60-1; WITH 3 COLLARS
1	TRUE GDM-23F DISPLAY MERCHANDISER. Size: 26-1/4" x 29-1/2" x 78-1/4". Comes with Freshens sign; Five year compressor warranty.
1	SET OF CASTERS FOR USE WITH TRUE DISPLAY FREEZER
1	TOASTMASTER FOOD WARMER WITH DRAIN #1503TD; Heavy duty electric food warmer; case and mounting of reinforced steel. Includes four 2" insert pans & covers with adapter bar.
1	SECO COLD PAN #CDI-0; one piece stainless steel construction 6 1/4" deep; includes nipple and plastic gate valve for draining. Also includes four 2" insert pans & covers with adapter bar.

ADDC

Hill Distributing Corporation
4000 Cumberland Parkway
Bldg. 300, Suite C
Atlanta, GA 30339
(404) 433-0983

548 157

Page: 3

TO:

Ms. Nancy Lloyd
3690 Brookmill Dr.
Winchester, VA 22601

SHIP TO:

Freshens Premium Yogurt
Apple Blossom Mall
701 Millwood Ave.
Winchester, VA 22601

Attachment A

TERMS

QUANTITY	DESCRIPTION
3	ANCHOR PLASTIC TOPPING BOX DIVIDERS
1	ANCHOR PLASTICS OPENING PACKAGE; Includes: brochure holders, 2 3-hole cone holders, topping name plates, 9 false bottoms for containers, "Thank You For Not Smoking", Hours of Operation, Employment, & Free Topping signs, counter card holder.
1	ANCHOR PLASTICS ACRYLIC COUNTER CUP DIVIDER; 22x22x22
1	THE DIPWELL CO. ROUND DIPWELL; Stainless steel dipwell with constantly flowing water to keep flurry collars clean; 6 1/3" in diameter; 7 1/4" in height; installs into counter-top; includes INSTALLATION KIT.
8	SOUTHERN SEATING #3-930 BENTWOOD CHAIR; natural; Claret #357 upholstery.

548 188

279137

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Crouse Construction Co., Inc. P. O. Box 5873 Darlington, MD 21034 MACHINE LOCATED IN BALTIMORE CITY M-33697A ANNE ARUNDEL COUNTY	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	
(5) This Financing Statement Covers the Following types [or items] of property. One (1) New Caterpillar Model #D8N Tractor S/N 9TC02334 One (1) Caterpillar Model #8SU Bulldozer S/N 1KH01398		
NOT SUBJECT TO RECORDATION TAX		
<input checked="" type="checkbox"/> Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) Crouse Construction Co., Inc.	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc.	
(By) <u>John Crouse-V.P.</u> Standard Form Approved by N.C. Sec. of State and other states shown above.	(By) <u>Mark Welsh</u> Signature of Secured Party Permitted in Lieu of Debtor's Signature:	
	(1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State	
	(2) For Other Situations See: G.S. 25-9-402 (2)	UCC-1
(1) Filing Officer Copy - Numerical	11/80	

515 PAGE 189

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on
reverse side of page 4 before completing

279138

PARTIES

Debtor name (last name first if individual) and mailing address
DOVE PAUL L.
265B CONRAD MORGAN WAY
LOTHIAN MD 20711

Filing No. (stamped by filing officer) Date, Time, Filing Office (stamped by filing officer)

Debtor name (last name first if individual) and mailing address
DOVE ANNIE M.
265B CONRAD MORGAN WAY
LOTHIAN MD 20711

5

Debtor name (last name first if individual) and mailing address

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and is to be filed with the (check applicable box)
 Secretary of the Commonwealth
 Prothonotary of _____ County
 real estate records of _____ County

Secured Party(ies) names(s) (last name first if individual) and address for security interest information
BRYANT & BRYANT
3262 SUPERIOR LAKE #245
BOWIE, MD 20715

6
7
8

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

Optional Special Identification (Max. 10 characters):
COLLATERAL
Identify collateral by item and/or type
1979 HILLCREST 14 X 70
SERIAL # 02110284M AND INCLUDING ALL FURNITURE, FIXTURES,
APPLIANCES AND APPURTENANCES THEREIN AND THERETO
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT
DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS
DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW
EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):
a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):
a. acquired after a change of name, identity or corporate structure of the Debtor
b. as to which the filing has lapsed
c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county
 when the Debtor's residence or place of business was moved to this county.
d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

the following real estate:
Street Address
Described at Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County Uniform Parcel Identifier _____
 Described on Additional Sheet
Name of record owner (required only if no Debtor has an interest of record):

Secured Party Signature(s)
(required only if box(es) is checked above):

BRYANT & BRYANT
William M. Bryant, President

DEBTOR SIGNATURE(S)

Debtor Signature(s):
DOVE PAUL L. X *Paul L. Dove*
DOVE ANNIE M. X *Annie M. Dove*

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

125

548 190

279139

The underlying secured transaction is not fully
or partially subject to recordation tax

(To be recorded among Financing Statement Records)

FINANCING STATEMENT

This Financing Statement is presented to a Filing
Officer pursuant to the Uniform Commercial Code, to
establish a Purchase Money Security Interest as described
below:

1. NAME AND ADDRESS OF DEBTORS:

East Bread Port Company, Inc.
601 Second Street
Annapolis, Maryland 21403

2. NAME AND ADDRESS OF SECURED PARTIES:

Sue Edwards
1750 Woodridge Court
Crofton, Maryland 21114

3. GRANT OF INTEREST: This Financing Statement covers
the following property of the Debtors, acquired by the
advance of funds from the Secured Parties to the Debtors:

(a) All of the Debtors' Accounts, whether now or
hereafter existing, owned, acquired or created, and all
monies and claims for monies due or to become due to the
Debtors thereunder, and all cash and non-cash proceeds
thereof pertaining to relating to or accrued from the
operation of East Bread Port Company or its successor at 601
Second Street, Annapolis, Maryland 21403.

(b) All of the Debtors' goods, machinery and
equipment, including but not limited to all of the Debtors'
equipment, machinery, furniture and fixtures, together with
all increases, additions, accretions, parts, fittings,
accessories, special tools, attachments and accessions, now
or hereafter used or bought for use in the Debtors' business
at 601 Second Avenue, Annapolis, Maryland 21413 now or
hereafter affixed thereto or used in connection therewith,
and all replacements thereof or substitutions therefore, and
all cash and non-cash proceeds thereof, and all subsequently
acquired property placed on the premises at East Bread Port
Company, 601 Second Avenue, Annapolis, Maryland 21403.

2/50

Handwritten initials/signatures

548-191

(c) All of the Debtors' Contract Rights now in force or hereafter acquired an all monies and claims for monies due or to become due to the Debtors thereunder and all cash and non-cash proceeds thereof, which in any manner relate to the business known as East Bread Port Company, or any successor business located at ~~601~~ ⁶⁰¹ Second Avenue, Annapolis, Maryland 21403. ⁶⁰¹ ~~Street~~

Handwritten initials and a downward arrow pointing to the address correction in the text above.

4. PURCHASE MONEY INTEREST: Debtors grant and acknowledge that the Secured Parties with this filing have a perfected purchase money security interest in that property set forth and specifically described on the attached list of personal property, all replacements thereof or Substitutions therefore acquired with the proceeds from the sale of the encumbered property.

5. The underlying secured transaction is for a principal purchase money indebtedness in the amount of \$2,000.00.

DATED: OCTOBER 23, 1989

DEBTORS:

SECURED PARTIES:

East Bread Port Company, Inc.

by: James E. Christian
James E. Christian,
Secretary

Sue Edwards
Sue Edwards

601 SECOND ST.
ANNAPOLIS, MD.
21403

1750 WOODRIDGE CT.
CROFTON, MD 21114



545-192

LIST PERSONAL PROPERTY
EAST BREAD PORT COMPANY

Page 1

- | | |
|----|--|
| 2 | Big WATCH MIRROR |
| 2 | FIRE STIG SKINE |
| 5 | Bullwin BOARD |
| 1 | A SIGN |
| 1 | SNOW SHOVEL |
| 1 | ICE CREAM FREEZER 29 x 66.50 x 40 HI |
| 1 | COFFEE MAKER (4 BURNER) |
| 1 | COFFEE GRINDER |
| 1 | COFFEE POT |
| 1 | SMALL BLACK TABLE |
| 3 | TABLE |
| 1 | DESK |
| 1 | Lg BACK ROOM TABLE |
| 8 | CHAIRS |
| 13 | BAKER'S TRY |
| 1 | CATERING COFFEE POT (100 ^{CLP} PEOPLE) |
| 1 | CATERING TEA POT (30 CUP) |
| 1 | CASH REGISTER (NCR) |
| 1 | TABLE CABINET (below CIGARETTES) 72 x 71 x 35 HI |
| 2 | DELI REFRIGERATOR (6 FT) AS IS |
| 2 | COMMERCIAL PREPARE TABLE (1 WHITE (1) STAND LESS |
| 1 | COMMERCIAL GRILL |
| 1 | TOAST BR AS IS (COMMERCIAL) |
| 1 | TOASTER (HORIZ USB) |
| 2 | CUTTING BOARD |
| 1 | WOODEN CUTTING BOARD |

562

- 1 Digital scale
- 2 SMALL Rolling Table ① STAINLESS D Metal
- 1 Commercial BURNER (^{Double} Burner) AS IS
- 1 Commercial BURNER (Single Burner)
- 6 CLEAR CONTAINERS (For cups, spoons, Forks)
- 3 INDIV. Salt & pepper Holder
- 1 NAPKIN HOLDER
- 1 3 way sink (Commercial)
- Commercial HAND WASH SINK
- Display cabinet (for misc) 74 x 42 x 51 Hi
- Slicing machine (Commercial)
- 3 BLACK Commercial POT & Libs
- 5 L Commercial Soup POT & Lib
- 4 Commercial PANS
- FRONT PASTRY Display CABINET 75 x 42 x 38 Hi
- BLACK BOARD
- 2 5 All size Removable shelf on & wall & BRACKET
- RADIO
- 1 Commercial Bucket & mop
- 2 GLASSES Juice holder for CATZARUS
- 2 chafing Dish pan
- 4 BREAD BASKET
- 2 wine holder BASKET
- 2 Misc. BASKET

SCE

- 1 SMALL BACK ROOM FREEZER 30 X 30 X 33 HI
- 2 File cabinet
- 4 Large OUT DOOR TRASH CANS
- 1 MID TRASH CANS
- 3 SMALL TRASH CANS
- 1 STAPLER
- 1 CALCULATOR AS IS
- 1 FOOD SERVICE TRAY
- 1 MICROWAVE BAKING COOKING PAN
- 1 WINDOW FAN
- 1 CONVENTION OVEN
- 1 KITCHEN MISC: all sizes: TONS, DRAWN DISHES, FORK, SPOONS, KNIVES, BOWLS
- 1 Ice Tea plastic Holder
- 1 PRICE SIGN
- 2 FLY SWATTER
- 2 SPATULAS
- 2 BAKING PANS.
- 2 MUFFIN PANS
- 2 OUT DOOR SIGN
- 5 CATERING TRAYS
- all EQUIPMENT AS IS

SCZ

548 195

279140

FINANCING STATEMENT

- 1. To be recorded in the Land Records
- 2. To be recorded among the Financing Statement Records
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on initial debt in the principal amount of \$ _____

The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 HORIZON MARINE, INC., formerly,
 HORIZON YACHT SALES, INC. 8377 JUMPERS HOLE ROAD, MILLERSVILLE, MARYLAND

6. Secured Party Address
 RUSSELL R. DWYER, III P.O. BOX 1177, PASADENA, MARYLAND 21122
 SUE DWYER
 (TENANTS BY THE ENTIRETY)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the account of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

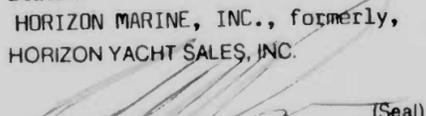
C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **Other.** Those vessels with registration numbers _____, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

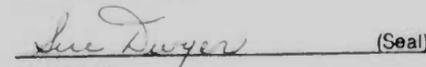
Debtors
HORIZON MARINE, INC., formerly,
HORIZON YACHT SALES, INC.

 (Seal)
BY: Russell R. Dwyer, III, President

CK

Attest

Secured Parties
 (Seal)
Russell R. Dwyer, III

 (Seal)
Sue Dwyer

horyadwy.180

Return To:
12345

David A. Simison, P.A.
The Concourse • Suite 102
P.O. Box 216
Millersville, Maryland 21108

STATE OF MARYLAND

548 196

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 013560

RECORDED IN LIBER 516 C345 R01 T10:24 FOLIO 53 ON August 14, 1987 (DATE)

1. DEBTOR

Name Anne Arundel County, Maryland
Address 44 Calvert Street, Arundel Center, Annapolis, MD 21401

2. SECURED PARTY

Name First Union Commercial Corporation
Address First Union Plaza, CORP-9-0738 Charlotte, NC 28288
Attn: Linda L.G. Ciemny
Person And Address To Whom Statement Is To Be Returned If Different From Above:

RECORD FEE 10.00
#507800 STAFF ROOM TOLSON
11/14/89
H. ERLE SCHAFER
CIRCUIT COURT
BK

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: TERMINATION <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated October 31, 1989

FIRST UNION COMMERCIAL CORPORATION
(Signature of Secured Party)

Linda H. Minter, AVP
Type or Print Above Name on Above Line

548 197

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Annapolis Clothing Co., Inc. 8 Ferole Plaza Annapolis, MD 21401	2. Secured Party(ies) and address(es) VENDOR FUNDING CO., INC. 3333 NEW HYDE PARK ROAD NEW HYDE PARK, NY 11042	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE <i>CK</i> .50 #507810 STT RD 303 TOP:40 11/14/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>421390</u> <u>544-196</u> Filed with <u>AA CO circuit court</u> Date Filed <u>7/31/89</u> 19 <u>89</u>		

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above to the property described in Item 10.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

ASSIGNED TO: CONNECTICUT NATIONAL BANK
777 MAIN STREET
HARTFORD, CT 06115 AS TRUSTEE

No. of additional Sheets presented:

VENDOR FUNDING CO., INC.

By: *Patricia D. Murphy*
Signature(s) of Secured Party(ies)

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

VIC

548-198

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) IIT Research Institute 185 Admiral Cochrane Drive Annapolis, MD 21401	2. Secured Party(ies) and address(es) VENDOR FUNDING CO., INC. 3333 NEW HYDE PARK ROAD NEW HYDE PARK, NY 11042	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FESD 20.00 POSTAGE .50 #507820 CITT 803 TOR140 11/14/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>354190</u> <u>541-129</u> Filed with <u>AA CO CIRCUIT COURT</u> Date Filed <u>5/9/89</u> 19 <u>89</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

ASSIGNED TO: CONNECTICUT NATIONAL BANK
 777 MAIN STREET
 HARTFORD, CT 06115 as trustee

No. of additional Sheets presented:

VENDOR FUNDING CO., INC.
 By: *[Signature]*
 Signature(s) of Secured Party(ies)

By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 (1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

VIC

548 199

FINANCING STATEMENT

File No. 279141

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Command Technology, Inc. 2600 Cabover Dr. Suite M Hanover, Maryland 21076</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Gloria Bolton</p> <hr/> <p>Return to Secured Party</p>
--	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Machine Shop (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

See itemization in section E (Other)

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E Other (1) Chevalier FSG-3A20 Surface Grinder S/N 3A-0710 with accessories. (1) Sharp Model 1760K Precision Tool Lathe with accessories (1) Model 2013V Band Saw and accessories (2) Bridgeport 9 X48 2J Head Milling Machine (1) Hewlett Packard Draft Pro (1) Full Case Computer w/2 Meg Memory and (2) Shadow Full Size Computers.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 76,200.00

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Command Technology, Inc.
(Type Name)

By: Michael T. Cavey

By: George R. Braswell, President

Michael T. Cavey, Vice President
(Type Name)

By: _____

November 2, 1989
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

11.00
535.50
.50

RECEIVED

NOV 3 1989

548 200

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.--FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271215

RECORDED IN LIBER 521 FOLIO 560 ON 1-07-88 (DATE)
 532 479 9-29-88

1. DEBTOR

Name Mid-Atlantic Instrumentation, Inc.
 Address 101A Holsum Way
Glen Burnie, Md. 21061

2. SECURED PARTY

Name Commonwealth National Bank
10 South Market Square
 Address P.O. Box 1010
Harrisburg, Pa. 17108

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

Commonwealth National Bank

Dated September 18, 1989

JoAnn L. Sanderson
 (Signature of Secured Party)

JoAnn L. Sanderson
 Type or Print Above Name on Above Line

1550

548 rec 201

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271372

RECORDED IN LIBER 522 FOLIO 271 ON 1-21-88 (DATE)
532 477 9-29-88

1. DEBTOR

Name Die-A-Matic, Inc.
Address 101B Holsum Way
Glen Burnie, Md. 21061

2. SECURED PARTY

Name Commonwealth National Bank
10 South Market Square
Address P.O. Box 1010
Harrisburg, Pa. 17108

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECEIVED FEB 20 1989
BUSINESS
HARRISBURG PA
17108

Commonwealth National Bank

Dated September 18, 1989

JoAnn L. Sanderson
(Signature of Secured Party)
JoAnn L. Sanderson
Type or Print Above Name on Above Line

105

548 2012

279142

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Foot Action, Inc.
8401 Chancellor Row
Dallas, TX 75247

2. Secured Party(ies) and address(es)
Sovran Bank/Central South
One Commerce Place
Nashville, TN 37219

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

See Exhibit A attached hereto and incorporated herein by reference as if set forth verbatim.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented

Filed with: Office of Circuit Court Clerk of Anne Arundel County, Maryland

FOOT ACTION, INC.

SOVRAN BANK/CENTRAL SOUTH

By: [Signature], President
Signature(s) of Debtor(s)

By: [Signature], AVP
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Photocopied
AMBROSE PRINTING COMPANY NASHVILLE, TN 37202 41273

STANDARD FORM - FORM UCC-1.

Maximum principal indebtedness for Tennessee recording tax purposes is \$

agh3573/cmm:11/07/89
SVN581-061

548 213

EXHIBIT A

All of Debtor's right, title and interest in and to the following:

1. All of Debtor's accounts, whether now existing or hereafter arising;
2. All of Debtor's chattel paper and instruments, whether now existing or hereafter acquired, evidencing any obligation to Debtor for payment for goods sold or leased or services rendered;
3. All of Debtors' inventory whether now existing or hereafter acquired;
4. All of Debtor's general intangibles, whether now existing or hereafter acquired or arising, and all of Debtor's files, records (including without limitation computer programs, tapes and related electronic data processing software) and writings of the Debtor or in which it has an interest in any way relating to Debtor's general intangibles, accounts and inventory and equipment;
5. All proceeds of policies of insurance on any of the foregoing; and
6. All of the proceeds therefrom.

SVN581-061

no 548 rec 211

AFFIDAVIT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Undersigned does hereby state that the financing statement to which this Affidavit is attached is not subject to Maryland recordation tax.

Further Affiant saith not.

Bryan Hulce, A/P
Affiant

Sworn to and subscribed before me
this 9th day of November, 1989.

[Signature]
NOTARY PUBLIC

548 215

279143

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) Marvin's Sport City c/o 8401 Chancellor Row Dallas, TX 75247	2. Secured Party(ies) and address(es) Sovran Bank/Central South One Commerce Place Nashville, TN 37219	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: See <u>Exhibit A</u> attached hereto and incorporated herein by reference as if set forth verbatim.		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Filed with: Office of Circuit Court Clerk of Anne Arundel County, Maryland

MARVIN'S SPORT CITY

SOVRAN BANK/CENTRAL SOUTH

By:

[Signature]
Signature(s) of Debtor(s)

, President

By:

[Signature]
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy - Ambrose
 AMBROSE PRINTING COMPANY NASHVILLE, TN 37202 41223 AG

Maximum principal indebtedness for Tennessee recording for *275* is \$

agh3573/cmm:11/07/89
SVN581-061

no 548 rec 206

EXHIBIT A

All of Debtor's right, title and interest in and to the following:

1. All of Debtor's accounts, whether now existing or hereafter arising;
2. All of Debtor's chattel paper and instruments, whether now existing or hereafter acquired, evidencing any obligation to Debtor for payment for goods sold or leased or services rendered;
3. All of Debtors' inventory whether now existing or hereafter acquired;
4. All of Debtor's general intangibles, whether now existing or hereafter acquired or arising, and all of Debtor's files, records (including without limitation computer programs, tapes and related electronic data processing software) and writings of the Debtor or in which it has an interest in any way relating to Debtor's general intangibles, accounts and inventory and equipment;
5. All proceeds of policies of insurance on any of the foregoing; and
6. All of the proceeds therefrom.

SVN581-061

548 11/20/89

AFFIDAVIT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Undersigned does hereby state that the financing statement to which this Affidavit is attached is not subject to Maryland recordation tax.

Further Affiant saith not.

Byron Hulker, AYP
Affiant

Sworn to and subscribed before me
this 9th day of November, 1989.

[Signature]
NOTARY PUBLIC

548 208 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 2791-14

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 11/20/99 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name OWENS CORNING FIBERGLAS CORPORATION
Address Fiberglas Tower, Toledo, OH 43659

2. ~~SECURED PARTY~~ Lessor

Name ENCORE INTERNATIONAL, INC.
Address P.O. Box 2017, Bloomfield Hills, MI 48303-2017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

CNTY: MD SCH. #020

Equipment: See Attached
Equipment Location: Owens Corning Fiberglas Roofing Division, Dorsey Run & Patuxent, Jessup, MD 20794

Name and address of Assignee
ATEL Cash Distribution Fund II
160 Sansome Street, 7th Floor
San Francisco, CA 94104

FILING FOR INFORMATION PURPOSES ONLY. THE TRANSACTION COVERED BY THIS UCC FILING IS CONSIDERED TO BE A TRUE LEASE BY BOTH THE LESSEE AND LESSOR.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

OWENS CORNING FIBERGLAS CORPORATION

(Signature of ~~Debtor~~ Lessee)

D. M. Murphy
Type or Print Above Name or Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ENCORE INTERNATIONAL, INC.

Barbara K. Blank
(Signature of ~~Secured Party~~ Lessor)

Type or Print Above Signature on Above Line

1750

548 219

UCC ATTACHMENT

OWENS CORNING FIBERGLAS CORPORATION

EQUIPMENT SCHEDULE NO. 020

<u>QTY</u>	<u>MFG</u>	<u>EQUIPMENT TYPE /MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>
2	HYSTER	S-80-XL	BCS FORKLIFT TRUCK BASIC CAPACITY 8,000# @ 24" LOAD CENTER POWERED BY GM MODEL 4.3L V-6 LP GAS ENGINE WITH 43.5# LP TANK POWERSHIFT TRANSMISSION WITH LEVER DIRECTIONAL CONTROL WIDE TREAD SMOOTH TREAD CUSHION DRIVE TIRES 22 X 9 X 16 SMOOTH CUSHION STEER TIRES 18 X 6 X 12.1 TWO HEADLIGHTS 5 DEGREE FORWARD/6 DEGREE BACK TILT 3-STAGE VISTA UPRIGHT LIFT HEIGHT 172" LOWERED HEIGHT 83.5" FREE-LIFT 51.5" 48" WIDE HOOK TYPE CARRIAGE 48" HIGH HANG-ON SIDESHIFT ATTACH- MENT 3-WAY HYDRAULIC VALVE 3-WAY HOSE GROUP ENGINE SHUTDOWN SYSTEM GAUGES HYDRAULIC BREATHER FILTER AIR RESTRICTOR INDICATOR OPERATOR'S OVERHEAD GUARD 42" X 1.75" X 5" PALLET FORKS	

STATE OF MARYLAND

548 REC 210

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253998

RECORDED IN LIBER 478 FOLIO 162 ON 9/26/84 (DATE)

1. DEBTOR

Name Jack's of Lombard Street
Address 6726 N. Governor Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Maryland National Bank
Address 10 Light Street, Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated

11/6/89

MARYLAND NATIONAL BANK
By: Richard C. Springer
(Signature of Secured Party)
Richard C. Springer, V.P.
Type or Print Above Name on Above Line
158

59178
59177

11.50
129.50
\$ 141.00

548 211

STATE OF MARYLAND - Anne Arundel

279145

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here Refer to attached Affidavit \$ 18,074.00
If this statement is to be recorded in land records check here

This financing statement Dated AUGUST 30, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CLARK KELLER, INC.
Address 112 SPA ROAD, ANNAPOLIS, MD. 21403

2. SECURED PARTY

Name JEFFERSON BANK AND TRUST COMPANY
Address 7505 GREENWAY CENTER DRIVE, GREENBELT, MD. 20770

Person And Address To Whom Statement Is To Be Returned If Different From Above

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

SEE EXHIBIT A

RECORD THE
RECORD
RECORD
RECORD
RECORD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CLARK KELLER, INC.
[Signature]
(Signature of Debtor)

DAVID C. CLARK, PRES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JEFFERSON BANK AND TRUST COMPANY

[Signature]
(Signature of Secured Party)

MICHAEL E. BALDERSEN, V.P.
Type or Print Above Signature on Above Line

177 10950.50

ELARK KELLER, INC.
1160 SPA ROAD
ANNAPOLIS, MD. 21403

JEFFERSON BANK AND TRUST COMPANY
7505 GREENWAY CENTER DRIVE
GREENBELT, MD. 20770

AUGUST 30, 1989

548 212

EXHIBIT A

EQUIPMENT, FARM PRODUCTS AND CONSUMER GOODS:

All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment).

ACCOUNTS AND OTHER RIGHTS TO PAYMENT:

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable.

548-213

279146

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 38,700.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Maryland Pennysaver Group, Inc. Address(es): 1342 Charwood Road Hanover, Maryland 21076

6. Secured Party: Maryland National Bank Address: Department: Anne Arundel Review Unit
1713 West Street
 Attention: Lisa Edwards Annapolis, MD 21403
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

1 Factory Reconditioned 3M Deadliner Platemaking System Imager/Fuser w/Replacement Parts Kit

Debtor: Maryland Pennysaver Group, Inc Secured Party: Maryland National Bank

By: Geoffrey K. Calderone, President (Seal) By: Jan H. Sheehan, Assistant Vice President (Seal)

207-95 REV 1/86

MARYLAND NATIONAL BANK

11 273 50

Mail To:
 Maryland National Bank
 Attn: ARU
 1713 West Street
 Annapolis, Maryland 21403

Mail To:
 Maryland National Bank
 Attn: ARU
 1713 West Street
 Annapolis, Maryland 21403

548-211

279117

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Cross Auto Supply, Inc. Address(es) 514 Crain Highway
Glen Burnie, Maryland 21061
3117 Mountain Road
Pasadena, Maryland

6. Secured Party Maryland National Bank Address Department AARU
Attention Lynn Amos Post Office Box 987, Mailstop 500-270
Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Cross Auto Supply, Inc.

By: Nelson F. Cross, Jr., President (Seal)
Type name and title if any

Secured Party Maryland National Bank

By: Deborah N. Wicker (Seal)
Deborah N. Wicker, Commercial Service Officer
Type name and title

MARYLAND NATIONAL BANK

1/15/86

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

545 215

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)

Marvin Lee Chaney
972 Shore Acres Drive
Arnold, MD 21012

2 Secured Party(ies) and address(es)

MCNEW & BOUCHIAL
3119 SOLOMONS ISLAND RD
EDGEWATER, MD, 21037

3 Maturity date (if any)
For Filing Officer (Date, Time, Number, ;
and Filing Office)

4. This financing statement covers the following types (or items) of property:

972 Shore Acres Drive
Arnold, MD 21012

CONDITIONAL SALES CONTRACT NOT SUBJECT TO TAX
WATER CONDITIONER

RECORD FEE 11.00

POSTAGE .50

MICROFILM 100.00

5 Assignee(s) of Secured Party and
Address(es)

SECURITY PACIFIC FIN. SERV
30 E PADONIA RD SUITE 207
TIMONIUM, MD, 21093

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented

Filed with ANNE ARUNDEL CO COURT HOUSE

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code
The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above

Date 12/16 1989 ID#272399
BOOK 525
PAGE 310

By Security Pacific Fin. Serv.
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

(3) Filing Officer Copy-Acknowledgement
123

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person
filing, as an acknowledgment.

CK

548 216

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Trans-American Leasing Corp. The Steffey Bldg. Ste. 200-B 407 Crain Highway Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Assignee: Baltimore Federal Financial, P.O. Box 116 F.S.A. Baltimore, MD 21203	3. Maturity date (if any): <u>TAGEG</u> For Filing Officer (Date, Time and Filing Office) BK
4. This statement refers to original Financing Statement bearing File No. <u>254928</u> Book# <u>480</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>December 12</u> 19 <u>84</u>		

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
 10.

No. of additional Sheets presented: _____

Assignee:
 Baltimore Federal Financial, F.S.A.

By: [Signature]
 Signature(s) of Secured Party(ies)

By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 (1) Filing Officer Copy - Alphabetical

105 STANDARD FORM - FORM UCC-3

548 217 STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-1

Identifying File No. 279148

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
 Name JOHNNIE W. KISER
 Address 4931 SUDLEY RD OWENSVILLE MD 21035

2. SECURED PARTY
 Name BALDWIN SERVICE CENTER INC.
 Address 41 DEFENSE HIGHWAY
ANNAPOLIS, MD 21401
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee:
 KUBOTA CREDIT CORPORATION, U.S.A.
 1025 Northbrook Parkway
 Suwanee, Georgia 30174

1 NEW KUBOTA TRACTOR-COMplete MN# L2550DT-8 SN# 54613
 1 NEW KUBOTA LOADER MN# BF400G SN# 17016

KUBOTA CONTRACT# 13400-819636

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

John W. Kiser
 (Signature of Debtor)

JOHNNIE N. KISER
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

John W. Kiser
 (Signature of Secured Party)

SEC-TREAS.
 BALDWIN SERVICE CENTER INC.
 Type or Print Above Signature on Above Line

1150

548 218 STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-1

Identifying File No. 279149

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Yong K. and Soon C. Kwak d/b/a K S Cleaners and Tailoring
 Address 1147 Annapolis Road Odenton, Maryland 21113

2. SECURED PARTY

Name Circle Business Credit, Inc.
 Address 110 S. Jefferson Plaza Whippany, New Jersey 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 13.00
 POSTAGE 0.50

Name and address of
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

REFER TO ATTACHED SCHEDULE "A"

"CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX.
 (SECURED PARTY HAS PURCHASED COLLATERAL AND IS THE SELLER OF
 EQUIPMENT.)"

FILED WITH ANNE ARUNDEL COUNTY CLERK OF CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Yong K. and Soon C. Kwak d/b/a
 K S Cleaners and Tailoring

[Signature]
 (Signature of Debtor)

Yong K. Kwak
 Type or Print Above Name on Above Line

[Signature]
 (Signature of Debtor)

Soon C. Kwak
 Type or Print Above Signature on Above Line

Circle Business Credit, Inc.

[Signature]
 (Signature of Secured Party)

ROSE MARIE PEREZ-BYRNE, D.C.

Type or Print Above Signature on Above Line

13.50

SUPPLEMENTAL SCHEDULE OF SECURITY

(SCHEDULE A)

This is the Schedule of property, equipment and collateral attached to, forming a part of and to which reference is made in that certain Leasing Agreement dated 11-3-1989 executed by the undersigned.

- One (1) Fulton Boiler 20 hp
- One (1) Fulton Return System
- One (1) Fulton Blow Off Seperator
- One (1) Quincy Air Compressor 10 hp
- One (1) Rema Dri Vac RP-8
- One (1) Dayton Water Heater
- One (1) Cissell Air Operated Press w/ iron & sleever board
- One (1) Cissell Air Operated press legger w/ iron
- One (1) Cissell Single Puff Iron
- One (1) Cissell Form Finisher FFCD
- One (1) Cissell Triple Puff Iron
- One (1) Cissell Spotting board w/ spray tank
- Two (2) Dayton Fans w/ louvers
- One (1) White Conveyor N-1000 up & down
- One (1) Omega 55 lb. dry cleaning machine
- One (1) Unipress CSB Body press machine
- One (1) Unipress STH Collar Cuff Press
- One (1) Unipress ABS Air bag sleever
- One (1) Unipress #1236 Hot head press double felt
- One (1) Unipress C-51 Apparell Press hot head press
- One (1) Unipress Collar Form
- One (1) Unipress Damp Box
- One (1) Wascomat Washer Extractor S-230 65 lb.
- One (1) Forenta folder
- One (1) Hubeuch 30 lb. dryer system
- One (1) Full size mirror for front call area
- Three (3) Counters 24" x 48" RPR round edge Color #884 China blue

- One (1) Marking table MC-5 36" x 60" color #884
- One (1) Dressing Room in front call area
- One (1) Boiler Room Complete w/ rating per fire code
- One (1) Valance over call area

Yong K. and Soon C. Kwak d/b/a
K S Cleaners and Tailoring

(Lessee-Debtor)

BY: [Signature] [Signature]

TITLE: Owner Owner

Circle Business Credit, Inc.
(Lessor-Secured Party)

BY: [Signature]

TITLE: Circle Business

548 220

279150

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

~~XXXXX~~ Listman, CHARLES K.

Name or Names—Print or Type

701 C Street Pasadena Ann Arundel Md. 21122

Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

~~XXXXXXXXXXXXXXXXX~~ THE LINCOLN ELECTRIC CO

Name or Names—Print or Type

22801 ST. CLAIR AVE, CLEVELAND, OH 44117-1199

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

ARC WELDING EQPT Lincoln K-1283 weld machine w/6325 undercarriage
Serial No. A-1155451

4. If above described personal property is to be affixed to real property, describe real property.

RECORD FEE 11.00

279150 0777 H03 11:07

11/14/89

H. EARLE SCHAFER

AA 08. CIRCUIT COURT

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Charles K. Listman

(Signature of Debtor)

Charles K. Listman
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

THE LINCOLN ELECTRIC CO

(Company, if applicable)

Richard Trivisonno CREDIT MGR

(Signature of Secured Party)

RICHARD TRIVISONNO, CREDIT MGR
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address THE LINCOLN ELECTRIC CO, 22801 ST. CLAIR AVE, CLEVELAND, OH 44117

11.6

548 221

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any): Jeffrey's Inc
For Filing Officer (Date, Time and Filing Office)

1. Debtor(s) (Last Name First) and address(es)

Trans-American Leasing Corp.
The Steffey Bldg. #200-B
407 Crain Hwy.
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)

Assignee:
Baltimore Federal Financial,
P.O. Box 116 F.S.A.
Baltimore, MD 21203

4. This statement refers to original Financing Statement bearing File No. 260596 Folio 312 Liber # 495
Filed with Anne Arundel Co. Date Filed Feb. 28 19 86

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

Assignee:
Baltimore Federal Financial, F.S.A.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical 155 STANDARD FORM - FORM UCC-3

548 222 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 279151

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Yong K. and Soon C. Kwak d/b/a K S Cleaners and Tailoring
Address 1147 Annapolis Road Odenton, Maryland 21113

2. SECURED PARTY

Name Circle Business Credit, Inc.
Address 110 S. Jefferson Plaza Whippany, New Jersey 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

REFER TO ATTACHED SCHEDULE "A"

FIXTURE FILING

"CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX. (SECURED PARTY HAS PURCHASED COLLATERAL AND IS THE SELLER OF EQUIPMENT.)"

FILED WITH ANNE ARUNDEL COUNTY CLERK OF CIRCUIT COURT _ LAND RECORDS

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
1147 Annapolis Road, Odenton, MD 21113

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Yong K. and Soon C. Kwak d/b/a
K S Cleaners and Tailoring

[Signature]
(Signature of Debtor)

Yong K. Kwak

Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Soon C. Kwak

Type or Print Above Signature on Above Line

1350

Circle Business Credit, Inc.

[Signature]
(Signature of Secured Party)

Rose Marie Perez-Byrne, D.C.

Type or Print Above Signature on Above Line

SUPPLEMENTAL SCHEDULE OF SECURITY

(SCHEDULE A)

This is the Schedule of property, equipment and collateral attached to, forming a part of and to which reference is made in that certain Leasing Agreement dated 11-25-1989 executed by the undersigned.

- One (1) Fulton Boiler 20 hp
- One (1) Fulton Return System
- One (1) Fulton Blow Off Seperator
- One (1) Quincy Air Compressor 10 hp
- One (1) Rema Dri Vac RP-8
- One (1) Dayton Water Heater
- One (1) Cissell Air Operated Press w/ iron & sleever board
- One (1) Cissell Air Operated press legger w/ iron
- One (1) Cissell Single Puff Iron
- One (1) Cissell Form Finisher FPCD
- One (1) Cissell Triple Puff Iron
- One (1) Cissell Spotting board w/ spray tank
- Two (2) Dayton Fans w/ louvers
- One (1) White Conveyor N-1000 up & down
- One (1) Omega 55 lb. dry cleaning machine
- One (1) Unipress CSB Body press machine
- One (1) Unipress STH Collar Cuff Press
- One (1) Unipress ABS Air bag sleever
- One (1) Unipress #1236 Hot head press double felt
- One (1) Unipress C-51 Apparell Press hot head press
- One (1) Unipress Collar Form
- One (1) Unipress Damp Box
- One (1) Wascomat Washer Extractor S-230 65 lb.
- One (1) Forenta folder
- One (1) Hubeuch 30 lb. dryer system
- One (1) Full size mirror for front call area
- Three (3) Counters 24" x 48" RPR round edge Color #884 China blue

- One (1) Marking table MC-5 36" x 60" color #884
- One (1) Dressing Room in front call area
- One (1) Boiler Room Complete w/ rating per fire code
- One (1) Valance over call area

Yong K. and Soon C. Kwak d/b/a
K S Cleaners and Tailoring

(Lessee-Debtor)

BY: [Signature]

TITLE: Owner Owner

Circle Business Credit, Inc.

(Lessor-Secured Party)

BY: [Signature]

TITLE: [Signature]

A.A. Co.

548-221

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. DEBTOR and Address (Last Name First) National Nautilus & Nutrition Inc. 7963 Baltimore & Annapolis Blvd. Glen Burnie, MD 21061	2. SECURED PARTY and Address Signet Bank/Maryland Baltimore & St. Paul Streets Baltimore, MD 21203 Attn: Renee Vick - T0609
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: n/k/a Signet Bank UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203 Attn: Renee Vick -- T0609

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 255717 Date (Recorded) Feb. 27, 19 85
 Record Reference Book 483 Pages 6-7

6. Item No. _____ of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Line/Credit is hereby increased to \$75,000.00 from \$60,000. Recordation tax to be paid on the difference.

RECORDED FEE 11.00
 RECORDING TAX 105.00
 POSTAGE .20
 COUNTY CHIEF REC 1.10
 11/7/89
 GR
 H. BILL SCHWEN
 AA CO. FINANCIAL DEPT

Dated this 3th day of November, 19 89

DEBTOR:	SECURED PARTY:
<u>National Nautilus & Nutrition, Inc.</u>	_____
By: <u>X</u> <i>[Signature]</i> <u>President</u>	By: _____
<u>Lawrence A. Ray, President (Title)</u>	(Title)

UCC-9

105-50

RECEIVED
NOV 8 1989

To Be Recorded With ACo.

548 225

279152

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Reichardt Enterprises, Inc.
T/A Reichardt Veterinary Hospital
125 Mayo Rd.
Edgewater, MD 21037

Signet Bank N.A.
1130 Connecticut Ave. N.W.
Washington, D.C. 20036

RECORD FEE
RECORD FEE
RECORD FEE
RECORD FEE
RECORD FEE

4. This financing statement covers the following types (or items) of property

See Scheule "A" attached hereto and made a part hereof
amount of debt is \$12,000.00

12.00

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Anne Arundel County

Check if covered by Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Reichardt Enterprises, Inc. T/A
Reichardt Veterinary Hospital

Signet Bank N.A.
Sandra K. Fleming, Asst. Vice President

By *[Signature]*
Signature(s) of Debtor(s)

By *[Signature]*
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY-ALPHABETICAL STANDARD FORM - FORM UCC-1.

(For Use In Most States)

548 226

Schedule "A"

The collateral covered by this Security Agreement includes but is not limited to the following:

- PSI Veterinary Practice Manager - Multi-user
- IBM AIX Operating System
- PSI Fastart - Quick entry and setup package
- 1 IBM RT Model 015 with 2 MB RAM, 1.2MB diskette drive, and 70MB hard disk
- 1 IBM Monochrome Display and adapter
- 3 IBM Proprinter II's, one with 10' cable, two with 100' cables
- 2 IBM Data Terminals with 100' cables
- 2 IBM RS-232 4 Port Card 3 power surge protectors
- 1 IBM External tape backup 60MB

8

548-227

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279153

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James L. Earp & Grace N. Earp
Address 22 Diane Dr. Lothian, MD 20711

2. SECURED PARTY

Name Accent Homes, Inc.
Address 7401 Moore Rd. Brandywine, MD 20613

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1990 Mobile Home 14 x 70
serial # 2J110670Z
All Household Goods

Name and address of Assignee:
First Manufactured Housing
Credit corp. P.O. Box 190
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

James L. Earp by BA Ann Miller
(Signature of Debtor)

James L. Earp
Type or Print Above Name on Above Line

Grace N. Earp by BA Ann Miller
(Signature of Debtor)

Grace N. Earp
Type or Print Above Signature on Above Line

Ann M. Miller
(Signature of Secured Party)

First Manufactured Housing Credit corp.
Ann M. Miller
Type or Print Above Signature on Above Line

105

548 228

STATE OF MARYLAND

279154

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 49,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$343.00.
This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C & S Faulkner, Inc.
Address 6520 Hanover Road Hanover, MD 21076

2. SECURED PARTY

Name Orix Credit Alliance, Inc.
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORDED
RECORDED
POSTAGE
#507603
H. W. SCHAFER
AR CO. COUNTY CLERK

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
 (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

C & S Faulkner, Inc.

[Signature]
(Signature of Debtor)

Tirso Martinez
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

[Signature]
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Signature on Above Line

548 229

ORIX
XXXXXXXXXXXXXXXXXXXX CREDIT ALLIANCE, INC.
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 7th day of November, 1989 by and between

C & S Faulkner, Inc., having its principal place of business at
6520 Hanover Road Hanover, MD 21076

"Mortgagor", and Orix Credit Alliance, Inc. "Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee) and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor, agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee, agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to the Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the state or territory of such proceedings, such bond to be no less than the value of such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

345-230

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written

ATTEST
C & S Faulkner, Inc. (Seal)
By *Tirso Martinez* (Signature)
Secretary (Title)

STATE OF Maryland
COUNTY OF Anne Arundel

} ss
Tirso Martinez being duly sworn, deposes and says
of C & S Faulkner, Inc.

- 1. He is the President (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same
- 3. Mortgagor is solvent and justly indebted to Orix Credit Alliance, Inc.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____ 19____

Tirso Martinez (Signature)

NOTARY PUBLIC
COUNTY OF _____ STATE OF _____
I, _____ a Notary Public duly qualified in and for said County and State do hereby certify that on this _____ day of _____ 19____ in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ C & S Faulkner, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written
NOTARY PUBLIC (CAL 6777)

548-231

SCHEDULE "A"

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated November 7, 19 89 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Mack Chassis W/One (1) Roll-off Hoist		2M2AM18C9LC001380
Nine (9)	30 Cubic yd. Roll-off Containers		
One (1)	20 Cubic yd. Roll-off Container		
One (1)	New Dempster Dragon III 50,000lb. Roll-off Hoist		

The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Secured Party/Seller/Mortgagee/Lessor:

Debtor/Purchaser/Mortgagor/Lessee:

Orix Credit Alliance, Inc.

C & S Faulkner, Inc.

By: _____

By: *[Signature]*

FICA-L-28

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #250010 Dated 12-2-83
Record Reference Liber 468 Page 197

2. DEBTOR:

Name: Omega Enterprises, Inc.
(Last Name First)
ADDRESS: 2299 Johns Hopkins Rd. Suite E. Gambrills, Maryland 21054

3. SECURED PARTY IS:

NAME: Signet Bank/Md. f/k/a Union Trust Co. of Md.
ADDRESS: P.O. Box 17063 Baltimore, Md 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS
SEE ABOVE

SECURED PARTY

Signet Bank/Md. f/k/a Union Trust Co. of Md.
BY: [Signature] (TITLE)

DATED: 7/7, 19 88

1050

548-233

279155

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 5,500.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Gable Signs & Graphics, Inc.

 (Name)
7948 Fort Smallwood Road

 (Address)
Baltimore, Maryland 21226

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Bradley Pingrey

 (Name of Loan Officer)
18 West Street

 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

- 1 Economy cross draft paint spray booth FCD25149
- 1 24" stack kit c/w 15' of 24" duct

CK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor _____

- 3 Products of the collateral are also specifically covered
- 4 Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
~~XXXXXX~~ Gable Signs & Graphics, Inc. (Seal)
 _____ (Seal)

 (Signature)
~~XXXXXX~~ Paul P. Gable, President

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
Paul P. Gable (Seal)
 _____ (Seal)
 Paul P. Gable, President

 (Signature)
Gable Signs & Graphics, Inc.

 (Print or Type Name)

11.06
30.50
30.50

548 231

279156

I HEREBY CERTIFY THAT \$17.50 was paid in Recordation Tax to the Clerk of the Circuit Court for Anne Arundel County.

Kathy Fordyce
Kathy Fordyce

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 2,179.80
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Wayne Good</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>T/A Good ARchitecture</u>	<u>Attn: Samuel Bayne</u>
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
<u>309 Third Street</u>	<u>18 West Street</u>
<small>(Address)</small>	<small>(Address)</small>
<u>Annapolis, Maryland 21403</u>	<u>Annapolis, Maryland 21401</u>

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

- Mac II CX LMB Serial # F9360TP
- 2MB Memory Kits
- GCC 80MB Internal Hard Disk Serial # 9001079
- E-Machines T-16 Color Monitor Serial #M012375
- Mac Extended Keyboard

CK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u>Wayne Good</u>	_____
<u>T/A Good Architecture</u>	_____
<small>(Seal)</small>	<small>(Seal)</small>
<u><i>Wayne Good</i></u>	_____
<small>(Signature)</small>	<small>(Signature)</small>
<u>Wayne Good</u>	_____
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

12.00
17.50
.50

548 REC 235

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN F/S Records
LAND RECORDS

For Filing Officer Use	
File No.	279157
Date &	
How	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

PLITT, JOHN W. II	7849 Telegraph Rd.,	Severn,	MD	
PLITT, MARION JONES				

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

Chrysler First Business Credit 4435 Waterfront Dr., Glen Allen, VA 23060

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All Debtors' goods and personal property presently owned, acquired herewith or acquired at any future time, and all replacements, additions and accessions thereto including, but not limited to, furniture, fixtures, equipment, inventory, all business licenses, and all other tangible personal property of every kind and description belonging to or used in connection with or otherwise appertaining to the Debtors' business and/or located upon the Debtors' real property known as 7849 Telegraph Road, Severn, Maryland, as more particularly described in Schedule "A" hereto.

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is *is not* subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$220,000.00

Debtor (s) or assignor (s)

<u>John W. Plitt, II</u>	(Seal)
John W. Plitt, II	(Corporate, Trade or Firm Name)

<u>Marion Jones Plitt</u>	<u>John F. Brennan</u>
(Type or print name under signature)	Signature of Secured Party or Assignee
	John F. Brennan, Attorney and Agent
	for Chrysler First Business Credit Corp
	(Owner, Partner or Officer and Title)
	(Signatures must be in ink)

PLEASE RETURN TO:
 JERRY S. SOPHER, P.A.
 913 SOUTH CHARLES STREET
 BALTIMORE, MARYLAND 21230
 7849 Telegraph Rd.
 C-6686-89

R

3.

SCHEDULE "A"

PARCEL ONE:

BEGINNING for the first at an iron pipe at the beginning of the conveyance by Lenora Stevenson to Charles Carlyle Stevenson and wife by deed dated April 20, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1854, folio 508, said beginning point being in the North 67 degrees 28 minutes West 152.1 feet line shown on the plat filed in Equity F.S.R. No. 18, folio 474, and is distant with medium referred to Grid North, North 76 degrees 29 minutes 52 seconds West 34.25 feet from the beginning of said line; thence leaving said beginning point so fixed and running with said conveyance to Stevenson as shown on the Department of Transportation, State Highway Administration Plat Number 44479, North 76 degrees 29 minutes 52 seconds West 143.04 feet to the easternmost right of way line of Maryland Route 170 (Telegraph Road) shown on State Highway Administration Plats 23307 and 44479, North 19 degrees 00 minutes 31 seconds East 46.43 feet and North 48 degrees 31 minutes East 39.58 feet to intersect the southernmost right of way line of Clark Station Road and Donaldson Avenue relocated; thence running with said right of way line and with the conveyance by Charles C. Stevenson and wife to the Department of Transportation, State Highway Administration by deed dated October 7, 1974 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2717, folio 537, North 81 degrees 31 minutes 27 seconds West 41.26 feet to intersect the South 47 degrees 11 minutes 50 seconds East 120.58 foot line described in said conveyance by Lenora Stevenson to Charles Carlyle Stevenson and wife; thence leaving said conveyance and running with conveyance by the Department of Transportation, State Highway Administration to Charles C. Stevenson and wife by deed dated August 16, 1974 and recorded among the Land Records of Anne Arundel County in Liber No. 2732, folio 841 and shown on S.R.C. Plat 44479 continuing South 81 degrees 31 minutes 27 seconds East 54.7 feet; thence leaving said conveyance and running with the conveyance by Anne Arundel County to Charles C. Stevenson and wife, by deed dated August 30, 1974 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2714, folio 361, continuing South 81 degrees 31 minutes 27 seconds East 33.79 feet and South 21 degrees 57 minutes 08 seconds West 38.63 feet to the beginning of the closing line described in the said conveyance by Lenora Stevenson to Charles Carlyle Stevenson and wife on the former Southernmost side of Clark Station Road; thence leaving said conveyance by Anne Arundel County, Maryland to Charles C. Stevenson and said former Clark Station Road and running with said line continuing South 21 degrees 57 minutes 08 seconds West 52.36 feet to the place of beginning. Containing 0.271 acres more or less. According to a survey prepared by Edward Hall, III, Registered Land Surveyor, dated March 1965. The improvements thereon being now known as 7849 Telegraph Road.

PARCEL TWO:

BEGINNING for the second at an iron pin now driven in the 2nd line of the Second parcel described in the deed from Elizabeth Perkins, widow, et al, to Wilson M. Updyke and wife, dated March 6, 1944, said point being South 86 degrees 27 minutes East 174 feet from a granite stone formerly planted at the Northwest corner of the whole parcel and on the East margin of Commerce Street, and running thence with the second line, (1) South 86 degrees 37 minutes East 100.56 feet to the end of the said line, this line passing over an iron pin now driven on the West margin of Foundry Street, 93.9 feet from the iron pin driven for the beginning of this survey, thence running with the third line of the second parcel and the third line of the first parcel, (2) South 30 minutes West 161.37 feet, and running with a part of the fourth line of the said first parcel, (3) North 86 degrees 55 minutes West 74 feet to an iron pin now driven on the East margin of a small stream, this line passing over an iron pin driven on the West margin of Foundry Street at the end of 7 feet, and running thence by a line of division now made and approximately with the east margin of the small stream, (4) North 9 degrees 10 minutes West 165.25 feet to the place of beginning, and containing .33 of an acre of land. The improvements thereon being now known as No. 8448 Foundry Street.

TO BE FILED AND RECORDED IN:

Land Records of Anne Arundel County
Financing Statement Records of Anne Arundel County
State Department of Assessments and Taxation

Not Subject To
Recordation Tax

DATED: October 10, 1989

FINANCING STATEMENT

- | | |
|---|---|
| 1. <u>Debtor</u> | <u>Address of Debtor</u> |
| JOHN WILLIAM PLITT, JR. and
MARION JONES PLITT | 7849 Telegraph Road
Severn, Maryland 21144 |
| 2. <u>Secured Party:</u> | <u>Address of Secured Party:</u> |
| BARRY G. STEVENSON and
BRENDA L. STEVENSON | 7863 Telegraph Road
Severn, Maryland 21144 |

3. This Financing Statement covers all specific items of the Debtor set forth on Exhibit "A" Sheets 1 and 2 attached hereto and made a part hereof.

4. The aforesaid items are included as security for a Note of even date herewith given by Debtor to Secured Party securing an indebtedness owed by Debtor to Secured Party in the original principal amount of Seventy Thousand Dollars (\$70,000.00).

5. Proceeds and Products of the above collateral are covered hereunder.

6. The above described goods, property, interests and rights are presently located at No. 7849 Telegraph Road, Severn, Maryland 21144.

DEBTOR

SECURED PARTY

John William Plitt, II
JOHN WILLIAM PLITT, II

Marion Jones Plitt
MARION JONES PLITT

Barry G. Stevenson
BARRY G. STEVENSON

Brenda L. Stevenson
BRENDA L. STEVENSON

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to: Jerry S. Sopher, P.A., 913 S. Charles Street, Baltimore, Maryland 21230, Attention: Jerry S. Sopher, Esquire.

JSS:av/2524V
C-6686-99

7849 Telegraph Rd.
C-6686-99

14

16

EXHIBIT "A"

(Sheet 1 of 2)

All fixtures, furniture, licenses (including any future Beer, Wine and/or Liquor license which may be issued to Debtor for the hereafter premises), machinery, equipment, permits, inventory, now owned, together with all replacements thereof, all attachments, accessories, parts equipment and all tools belonging thereto or for use in connection therewith. All inventory, raw materials, works in progress and supplies now owned or hereafter acquired. All accounts receivable, contract rights, chattel paper and general intangibles now or hereafter owned, existing, created and acquired, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give use to an account or the chattel paper, all of the aforementioned being located or to be located at No. 7849 Telegraph Road, Severn, Maryland, 21144.

JSS:av/2523V

Equipment List

- 2 - CASIO 2404 Electronic Registers
- 1 - Bunn 3 pot coffee maker
- 1 - 4 ft. Cold'n Sandwich case w/compressor
- 1 - 4 Door Upright Freezer w/compressor
- 1 - 3 Door Dairy Cooler w/compressor
- 1 - 8 ft. Meat Case w/compressor
- 1 - 7 ft. Produce case w/compressor
- 1 - Seltz Walkin Box w/compressor
- 2 - 6 ft. Icecream Freezers w/compressors
- 2 - Stainless steel worktables
- 1 - 6 ft. Deli/sandwich unit w/compressor
- 2 - Hobart slicers (1 - 4 yrs old / 1 - 6 mos. old)
- 1 - Hobart Meat Binder with head
- 1 - 4 slice Toaster
- 2 - Crock Pots
- 2 - microwave ovens
- 1 - Grill assembly w/2 elec burners
- 1 - Hobart electronic scale
- 1 - Ice Machine - water cooled, 200 lbs capacity
- 2 Chest Freezers 30 Cu. Ft. storage each
- Shelving
- Pots, Pans, utensils
- 3 - A/C Conditioices (30,000 BTU's) each
- ~~1 -~~
- 1 WOODRAFT Hood w/ ANSUL FIRE SYSTEM

TO BE FILED WITH
ANNE ARUNDEL COUNTY
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

548 240

279159

FINANCING STATEMENT

1. Name & Address of Debtor: BLAKENEY CONSTRUCTION COMPANY, INC.
100 First Avenue
Glen Burnie, Maryland 21061
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1726 West Street
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at Lots 37, 38, 39 and the northwesternmost 5 feet of Lot 36, Cedar Drive, Marley Park Beach, Glen Burnie, Maryland. and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon Lots 37, 38, 39 and the northwesternmost 5 feet of Lot 36, Cedar Drive, Marley Park Beach, Glen Burnie, Maryland, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:

BLAKENEY CONSTRUCTION COMPANY, INC.

By: James B. Sutherland, President

Secured Party:

SEVERN SAVINGS BANK, FSB

By: Alan J. Hyatt, President

548 241

279160

PURCHASE MONEY
FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

RECORD FEE 14.00
POSTAGE .50
GK 8511800 1217 RIC 11/14/89
H. PAUL SCHAFER
44 ST. CIRCUIT COURT

1. Debtor(s) and Address(s):

2. Secured Party and Address:

Route 3 Liquors, Inc.
T/A Rehrey's Wine and Spirits
1286 Maryland Route 3 South
Crofton, Maryland, 21114

Michael Rowe
4007 Metzertott Road
College Park, Maryland 20740

3. This Financing Statement covers the following types (or items) of property:

X A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of a retail liquor business, including but not limited to that which is described on the equipment list attached hereto as Exhibit A and in any separate schedule at any time delivered by Debtor to secured party and all proceeds thereof in any form whatever.

X B. All of the inventory of the Debtor, of every type of description, now owned and hereafter acquired and wherever located, including all food and beverage items held for resale to the consuming public, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

X C. All of Debtor's present and future accounts receivable, contract rights, general intangible, things or choses in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to be due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

1400
50



548-242

 D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

 X E. Other: Anne Arundel County Class A Liquor License Number 0455.

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction is exempt from the recordation tax.
Principal amount of debt initially incurred is Seventy Six Thousand and 00/100 (\$76,000.00), plus interest to accrue in the future at the rate of Sovran Bank/ Maryland's prime rate plus 1% from June 25, 1986.

Debtor(s):

Route 3 Liquors, Inc.
T/A Rehrey's Wine and Spirits
Route 3 South
Crofton, Maryland 21114

Secured Party:

Michael Rowe
4007 Metzert Road
College Park, Maryland 20740

Debtor:

Route 3 Liquors, Inc.

by: William J. MacQuilliam
William J. MacQuilliam, President

Secured Party:

Michael Rowe
Michael Rowe

Subscribed and sworn to before me this 24th day of October, 1989.

Triscilla A. Lanham
Notary Public

My commission expires: 7-1-1990

545-1243

EXHIBIT A

EQUIPMENT

REHREY'S WINE AND SPIRITS

Cold Box - 15 doors 39'X 12'X 8'
Shelving
Fast Tracks

Liquor Shelving
Ice Merchandiser (2840 lbs.)
Ice Maker (1100 lbs. in 24 hrs.)
Two cash registers (computer)
Two pricing guns with labels
Card display rack (with cards)
Gift Baskets - shrink wrapping equipment
heat gun, crimper, shrink paper

Safe
Four custom made letter boards with letters
1 GE VHS unit
1 neon sign board
1 Radio Shack stereo/ 4 speakers and 3 telephones
Custom Shelving
Office furniture - 2 chairs
2 file cabinets
1 table

1 neon OPEN sign
9 Kedco Metal wine racks
Poster stand
10 shopping carts
Hand baskets with stand
Microwave oven
Alarm system
Crash bar
2 panasonic cameras and two panasonic monitors
Second VHS unit and third camera with extra lens
Security locks all doors and offices
Stained glass
Exterior sign (side and front) pylon sign
Carpeting
Tile
Plumbing including fire sprinkler
Lights
Special oak work over wine section, check-out
counter and oak cabinets behind check-out counter
Drywall-firewall and bulkheading

545 Inc 244

279161

PURCHASE MONEY

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

RECORD FEE 14.00
POSTAGE .50
FILING COST \$12.14

1. Debtor(s) and Address(s):

2. Secured Party and Address:

11/14/88
H. STEPHEN
14 ED. DISTRICT COURT

Route 3 Liquors, Inc.
T/A Rehrey's Wine and Spirits
1286 Maryland Route 3 South
Crofton, Maryland, 21114

Michael Rowe
4007 Metzertott Road
College Park, Maryland 20740

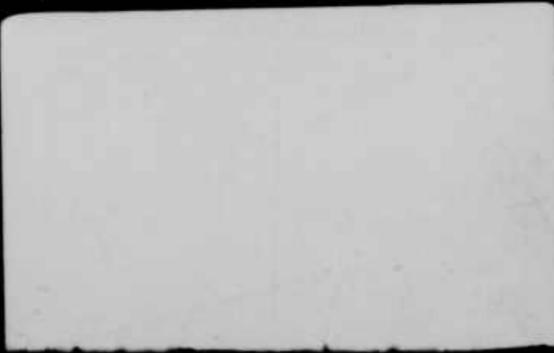
3. This Financing Statement covers the following types (or items) of property:

X A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of a retail liquor business, including but not limited to that which is described on the equipment list attached hereto as Exhibit A and in any separate schedule at any time delivered by Debtor to secured party and all proceeds thereof in any form whatever.

X B. All of the inventory of the Debtor, of every type of description, now owned and hereafter acquired and wherever located, including all food and beverage items held for resale to the consuming public, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

X C. All of Debtor's present and future accounts receivable, contract rights, general intangible, things or choses in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to be due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

1400
1430



548 245

 D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

 X E. Other: Anne Arundel County Class A Liquor License Number 0455.

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction is exempt from the recordation tax.

Principal amount of debt initially incurred is Twenty Five Thousand and 00/100-- (\$25,000.00), plus interest at the rate of Sovran Bank/Maryland's prime rate plus 1% from September 11, 1986.

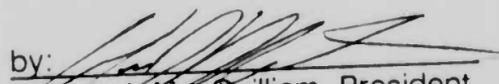
Debtor(s):

Route 3 Liquors, Inc.
T/A Rehrey's Wine and Spirits
Route 3 South
Crofton, Maryland 21114

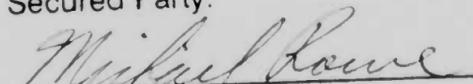
Secured Party:

Michael Rowe
4007 Metzertott Road
College Park, Maryland 20740

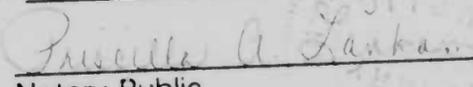
Debtor:
Route 3 Liquors, Inc.

by: 
William J. MacQuilliam, President

Secured Party:


Michael Rowe

Subscribed and sworn to before me this 24th day of October, 1989.


Notary Public

My commission expires: 7-1-90

548 PAGE 246

EXHIBIT A

EQUIPMENT

REHREY'S WINE AND SPIRITS

Cold Box - 15 doors 39'X 12'X 8'
Shelving
Fast Tracks

Liquor Shelving

Ice Merchandiser (2840 lbs.)

Ice Maker (1100 lbs. in 24 hrs.)

Two cash registers (computer)

Two pricing guns with labels

Card display rack (with cards)

Gift Baskets - shrink wrapping equipment
heat gun, crimper, shrink paper

Safe

Four custom made letter boards with letters

1 GE VHS unit

1 neon sign board

1 Radio Shack stereo/ 4 speakers and 3 telephones

Custom Shelving

Office furniture - 2 chairs

2 file cabinets

1 table

1 neon OPEN sign

9 Kedco Metal wine racks

Poster stand

10 shopping carts

Hand baskets with stand

Microwave oven

Alarm system

Crash bar

2 panasonic cameras and two panasonic monitors

Second VHS unit and third camera with extra lens

Security locks all doors and offices

Stained glass

Exterior sign (side and front) pylon sign

Carpeting

Tile

Plumbing including fire sprinkler

Lights

Special oak work over wine section, check-out
counter and oak cabinets behind check-out counter

Drywall-firewall and bulkheading

548 247

279162

FINANCING STATEMENT

1. XX To Be Recorded in the Financing Statement Records and Land Records of Anne Arundel County, Maryland.
2. _____ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3. _____ Not Subject to Recordation Tax.
4. XX Recordation Tax has been paid on the principal amount of Two Hundred Forty-Five Thousand Dollars (\$245,000.00) in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)
DIMITRI SFAKIYANUDIS 2112 and 2114 Callahan Lane
EFROSINI SFAKIYANUDIS Annapolis, Maryland 21401

6. Secured Party Address
First National Bank of Maryland 18 West Street
Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated November 14, 1989 from Debtor(s) to Norman S. Hovermale and Donald C. Bittner, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon

14080
LAW OFFICES
MANIS
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
PO BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8855

FB001.140

548 248

located, whether said accounts receivable are now in existence or hereafter created.

DEBTOR(S):

SECURED PARTY:

Dimitri S. S. S. (SEAL)
DIMITRI SFAKIYANUDIS

FIRST NATIONAL BANK OF MARYLAND

E. S. S. (SEAL)
EFROSINI SFAKIYANUDIS

By: *N. P. S.* (SEAL)
NICHOLAS P. LAMBROW,
Vice President

Mr. Clerk: Please return to: Manis, Wilkinson, Snider & Goldsborough
Attn: Pat Weiss
P.O. Box 1911
Annapolis, Maryland 21404

LAW OFFICES
MANIS
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
PO BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8855

548 249

EXHIBIT "A"

BEGINNING for the same at an iron pipe found on the west side of the Old Washington Baltimore and Annapolis Railroad (66 feet wide) at the northermost corner of Lot 6 as shown on a plat recorded among the Equity records of Anne Arundel County as Case No. 2137, Liber GW 49, folio 94; thence running with said west side as now surveyed South $22^{\circ} 44' 14''$ East - 352.52 feet to the division line between Lot 4 and 5 as shown on said plat, thence leaving said Railroad and running with said division line South $86^{\circ} 31' 31''$ West - 263.54 feet to an iron pipe set in the west outline of the above mentioned plat; thence binding along said west outline the two following courses and distances;

- 1) North $11^{\circ} 22' 00''$ East - 178.66 feet to an iron pipe
- 2) North $28^{\circ} 57' 43''$ East - 189.67 feet to the point of beginning.

Containing 1.125 acres of land more or less.

BEING or intended to be Lots 5 and 6 as shown on the aforementioned plat and as now surveyed by Sigma Associates, Inc., Registered Engineers and Land Surveyors in February, 1988.

BEING the same property acquired by Dimitri Sfakiyanudis and Efrosini Sfakiyanudis, his wife, by deed dated April 19, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4587, folio 360.

548 250 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Record in Financing Records
Identifying File No. 279163

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chalet Associates of B.W.I.
Address c/o Chalet Susse International, Inc.
Chalet Drive, Wilton, New Hampshire 03086

2. SECURED PARTY

Name Bank of New England
Address 28 State Street, Boston, Massachusetts 02109

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____ BK

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto

Name and address of Assigne

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Exhibit B attached hereto

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

SEE EXHIBIT C ATTACHED HERETO
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

2450

BANK OF NEW ENGLAND, N.A.

By

(Signature of Secured Party)

James L. Worrall, Vice President

Type or Print Above Signature on Above Line

RETURN TO
OFFICE TITLE
405 WASHINGTON AVE # 400
BOSTON, MA 02104

548-251

EXHIBIT A

All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the Debtor and located in or upon any interest or estate in land conveyed in the Deed of Trust and Security Agreement executed by Debtor for the benefit of the Secured Party ("Deed of Trust") or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards, and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitution for, or additions to the same (excepting only those items set forth on Exhibit A-1 attached hereto and made a part hereof).

All and singular the rights, alleys, ways, waters, easements, tenements, privileges, advantages, hereditaments and appurtenances belonging or in any way appertaining to the aforesaid land and properties or any parts thereof, and the reversions and remainders, rents, issues and profits thereof, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases and rents with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises, and all the estate, rights, title, interest and claims whatsoever, at law as well as in equity, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or any part the "Trust Property" (as defined in the Deed of Trust).

548 252

EXHIBIT A-1

- (a) TV Sets
- (b) TV Dish

548-253

EXHIBIT B

BEING all that parcel of land situated and lying on the Northwest side of Nursery Road containing 2.023 acres, more or less, as shown on a Plat by James D. Hicks, Registered Surveyor, dated December 10, 1959, recorded among the Land Records of Anne Arundel County in Liber 1362, folio 458.

SAVING AND EXCEPTING therefrom so much as was conveyed by Deed dated July 11, 1986 by and between Nursery Road Company and Anne Arundel County, Maryland and recorded among the aforesaid Land Records in Liber No. 4129, folio 388.

BEING the same lot(s) of ground described in a Deed dated MARCH 14, 1988 and recorded among the Land Records of ANNE ARUNDEL COUNTY in Liber GL No. 4568, folio 802 from Nursery Road Company, a Maryland General Partnership to Chalet Associates of BWI, a Maryland General Partnership .

548 - 251

EXHIBIT C

CHALET ASSOCIATES OF B.W.I., a Maryland general partnership, by all of its partners as follows:

WAVICO CORPORATION, a Virginia corporation

By: 
Walter P. Peter, III, President

SUSSE CHALET ENTERPRISE COMPANIES LIMITED PARTNERSHIP, a New Hampshire limited partnership, by its sole general partner as follows:

SUSSE CHALET ENTERPRISES OF BALTIMORE, INC. a Maryland corporation

By: 
Fred B. Roedel, President

548 255

279164

FINANCING STATEMENT

(To Be Used Where The Collateral Is Fixtures)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Annapolis Contractors, Inc.
(Name or Names--Last Name First)
2 Evergreen Road, Severna Park, MD 21146
(Address)

2. SECURED PARTY: Eastern Savings Bank, fsb
(Name or Names)
Executive Plaza II, 11350 McCormick Road, Suite 200, Hunt Valley, MD
(Address) 21031

3. ASSIGNEE (If any)
OF SECURED PARTY: _____
(Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:

See Exhibit "B"

5. The land upon which the above described collateral is or is to be located is described as follows:

See Exhibit "A"

(If additional sheets are attached hereto, state number thereof: two)

6. Proceeds of collateral are covered hereunder: YES NO
7. This transaction (is) (is not) exempt from the Recordation Tax.

8. The principal amount of the debt initially incurred is: \$88,000.00, required recordation tax paid to Clerk of the Circuit Court of Anne Arundel County, Maryland

9. Filed with: Financing Statement Records of Anne Arundel County, MD

10. RETURN TO: Semmes, Bowen & Semmes, 250 West Pratt St., Baltimore, MD
21201

Dated this 30th day of October, 1989

DEBTOR: ANNAPOLIS CONTRACTORS, INC.

By: Richard E. Nash, Jr.
President

(Title)

FOR FILING OFFICER USE

File No. _____ Date and Hour of Filing _____
Record Reference _____

UCC-1

SP

548 256

EXHIBIT "A"

BEING Lot Number one hundred and sixty-seven on a Plat of Greenland Beach, which said Plat is duly recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 2, folio 1.

EXHIBIT "B"

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereon, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums from all casualty insurance policies covering the property (subject to the terms of the loan agreement.)

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

e. The interest of Debtor in all plats, drawings, architectural plans, engineering studies, contracts, agreements, licenses, permits, approvals or other tangibles (to the extent that the same may now or at any time hereafter exist) pertaining to the development of the Property.

548 258
MARYLAND FINANCING STATEMENT

279165

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Care-Free Industries, Inc.
(Name or Names)
717 F Hammonds Ferry Rd., Linthicum Heights, Maryland 21090
(Address) NFSL 3645

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Northfield Federal Savings & Loan Association
Of LESSOR _____
(Name or Names) Baltimore, Maryland 21234

(Address)

4. This financing Statement covers the following types (or items) of property:

One - Mita DC 2285 Copier, One - RADF-2 Auto Doc Feeder
One - AS 10A Sorter - 20 Bin, One - Copy Stand

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Care-Free Industries, Inc.

By: Jik Yousefi
(Title)

(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Brian G. Connelly Manager
(Title)
Brian G. Connelly

(Type or print name of person signing)

Return to:

11/50

548 259

279166

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT
STATE OF MARYLAND DEPARTMENT OF ASSESSMENTS AND TAXATION

DATE: November 7, 1989

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

A similar financing statement has also been recorded with the
Clerk of Court, Anne Arundel County with the recording
fees of \$11.50.

NAME OF DEBTOR (S):
American Cleaning Services, Inc.

ADDRESS:
1060 Cape ST Claire Road
Annapolis, MD. 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY:

ADV26B CONV. W/BATT & CHARGER 'SERIAL # 35477/343410
ADV 3 2B CONV /WITH BATT & CHARGER 'SERIAL # 352394/505390
NSS BP3000 CHARGER WITH BATT AND CHARGER 'SERIAL # 15263/1193

RECORDED
POSTAGE
NOV 10 1989
CR
F. J. ...
M. D. ...

DEBTOR(S):
American Cleaning Services, Inc.
(Company Name)

BY: [Signature]
Leroy Wade, President

BY: _____

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]
(Authorized Signature)

Robert E. Mann, Vice President
(Type Name and Title)

NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.

11/6

545 260

279167

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

1 DEBTOR (LAST NAME FIRST IF AN INDIVIDUAL) CINTRONIX, INC.		1A SOCIAL SECURITY OR FEDERAL TAX NO. 52-1400926	
1B MAILING ADDRESS 913 COMMERCE ROAD		1C CITY STATE ANNAPOLIS , MD	1D ZIP CODE 21401
2 ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST IF AN INDIVIDUAL)		2A SOCIAL SECURITY OR FEDERAL TAX NO.	
2B MAILING ADDRESS		2C CITY STATE	2D ZIP CODE
3 DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A FEDERAL TAX NUMBER	
4 SECURED PARTY NAME DYNA COMPUTER INC. MAILING ADDRESS 3081 NORTH 1st STREET CITY SAN JOSE STATE CA ZIP CODE 95134		4A SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.R.A. NO. 77-0107633	
5 ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.R.A. NO.	

6 This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4). Computer systems, peripherals, and related equipment including proceeds and products. Collateral was brought into this State (Mother Boards, Hard drives, Floppy drives, Key Boards, Monitors, Power Supplies)

RECEIVED
TOTAL
RECEIVED OFFICE
SR
POSTAGE

7 CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A PRODUCTS OF COLLATERAL ARE ALSO COVERED <input type="checkbox"/>	7B DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(A) ITEM <input checked="" type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
8 CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR(S) A TRANSMITTING UTILITY IN ACCORDANCE WITH UCC § 9105(1)(F)(i) <input type="checkbox"/>	

9	DATE	C D E	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
SIGNATURE(S) OF DEBTOR(S)		1	
TYPE OR PRINT NAME(S) OF DEBTOR(S)		2	
SIGNATURE(S) OF SECURED PARTY(IES)		3	
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)		4	
11. Return copy to:		5	
NAME		6	
ADDRESS	DYNA COMPUTER, INC.	7	
CITY	3081 NORTH 1st STREET	8	
STATE	SAN JOSE, CA 95134	9	
ZIP CODE	ATTENTION: SUSAN VAN GORDER	0	

REDIFORM 5S801
Poly Pak (50 sets) 5P801

FORM UCC 1 - FILING FEE \$5.00
Approved by the Secretary of State

115

548-261

279168

To Be Recorded in the Land Records and Financing Statement Records
of Anne Arundel County

Subject to Recordation Tax
Principal Amount is: \$60,000.00

FINANCING STATEMENT

1. Debtor: Chang Un Kim
Duk Kwa Kim
Address: c/o Four Seasons Cleaners
2299 Johns Hopkins Road
Unit #1, Suite E
Gambrills, Maryland 21054
or
2181 Defense Highway
Bowie, Maryland 20715
or
7213 Judy Road
Glen Burnie, Maryland 21061
2. Secured Party: Omega Enterprises, Inc.
Address: c/o Hilltop Cleaners
6822 Racetrack Road
Bowie, Maryland 20715
3. Maturity Date of Obligation: Novmeber 6, 1999
4. This Financing Statement covers the following collateral:
 - (a) all the equipment, fixtures and other personalty listed on Schedule A attached hereto and any substitution or replacements thereof.
 - (b) all contract rights of and from the herein described collateral or any part thereof.
5. The aforesaid items are included as security in a Security Agreement dated November 6, 1989 given by Debtor to the Secured Party.

1/5

6. The proceeds of collateral are covered hereunder.

WITNESS:

DEBTOR:

Michael F. Bready

Chang Un Kim (SEAL)
Chang Un Kim

Michael F. Bready

Duk Hwa Kim (SEAL)
Duk Hwa Kim

a:mfb\real\financing.stm

After recording, please return to:

Michael F. Bready, Esquire
Reese and Carney
10715 Charter Drive
Columbia, Maryland 21044
File No. 45377/1001

FOUR SEASONS CLEANERS
ROUTE 3

- | | | | |
|-----|---|-----|---|
| 1. | 3 COUNTERS | 20. | 1 SCALE CART |
| 2. | PLANTS IN LOBBY | 21. | 1 SMALL CLEAN CLOTHES
CART |
| 3. | 1 CASH REGISTER | 22. | 2 LARGE CARTS ON WHEELS |
| 4. | 1 MARK IN BIN | 23. | 1 WASHING MACHINE |
| 5. | 1 BAGGER UNIT | 24. | 1 DRYER |
| 6. | 1 TABLE STAND AT BAGGER | 25. | 1 55 GAL. DRUM FOR PERM
W/STAND AND HOSE |
| 7. | 4 TRASH CANS | 26. | 1 SHELVING UNIT |
| 8. | 1 WHITE CONVEYOR | 27. | 2 FIRE EXTINGUISHERS |
| 9. | 1 WHITE U FILE | 28. | 1 CISELL SPOTTING BOARD |
| 10. | 1 SET OVERHEAD SIGNS IN LOBBY | 29. | 1 MARTIN PANTS TOPPER |
| 11. | 1 10HP FULTON BOILER | 30. | 1 MARTIN AUTOMATIC
LEGGER PRESS |
| 12. | 1 BLOW DOWN TANK | 31. | 1 CISELL SINGLE PUFF
IRON |
| 13. | 1 REMA VACUUM | 32. | 1 CISELL TRIPLE PUFF
IRON |
| 14. | 1 COMPRESSOR - 3 HP | 33. | 1 MARTIN UTILITY PRESS |
| 15. | 1 RETURN TANK | 34. | 1 STEAM AIR FORM FINISH-
ERS |
| 16. | 1 PURITAN FILTER STILL | 35. | 1 SAFE |
| 17. | 1 PRE LINT FILTER | 36. | 1 DESK |
| 18. | 1 VAPER ABSORBER | 37. | 1 CHAIR |
| 19. | 1 MARTIN EAGLE 35 LB DRY TO DRY
CLEANING MACHINE | 38. | 1 CEILING EXHAUST FAN |
| | | 39. | 1 SECURITY SYSTEM |

FOUR SEASONS CLEANERS
DEFENSE HIGHWAY

2	CARTS ON WHEELS
1	CLOCK
2	COUNTERS
3	CHAIRS
2	EXTERIOR SIGNS
2	TRASH CANS
1	CONVEYOR
1	SPOTTING BOARD - NOT WORKING *
1	CASH REGISTER
1	STEAM CABINETS - COIN OPERATED - NOT WORKING*
1	CLEANING MACHINE - COIN OPERATED - NOT WORKING*
1	SECURITY CAMERA
1	PICTURE ON WALL
2	SHELVING UNITS
1	CALCULATOR
1	FOOT STOOL
1	DROP SAFE
2	STAPLERS
1	SECURITY SYSTEM

* ITEMS ACCEPTED ON AN AS IS BASIS

SCHEDULE A

This Schedule A is attached to and made a part of a financing statement by and between **Old Dominion Supply, Inc.** as Debtor and **Equitable Bank, National Association** as Secured Party,

SECTION 1.1 D. CONTINUED:

Description of Specific Equipment and Fixtures:

<u>QTY.</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>
1	Top Card, Time, Cinc, 3-3/8	Item #1260
1	ACR Recorder, Time, EL, MD12	Item #150NR4G
1	Lit Rack, 6X4 Card, 25Pocke	Item #1TCR-DTN
1	CA103-8 cable 25'	25F-9M
1	" " 35'	"
1	" " 40'	"
1	" " 45'	"
4	" " 50'	"
4	" " 55'	"
2	" " 60'	"
1	" " 65'	"
1	CA102-8 " 10'	25M-9M
2	TL100-1 w/instructions	
1	CA102-12 cable 40'	M-F
25	CA102-8 cable 15'	25M-9M
16	1 DB25 slot wallplate HW200-1	
16	sets female screwlonk Ass HW100-1	
16	CA102-8 cable 12'	M-M
1	Stock #EPSN-E153D LQ-2550, 400/133 CPS, SER/PAR	
1	GT 4439 Ultimate Computer	
6	WYSE CRTs	
2	P2229-01 DATALINK 9600 SA	
2	SM616 616 Comander Mux	
6	CA600/4 Card	
2	Silver Reed EZ-50 typewriters w/display B&memory A Serial #s 91902527 & 91902462	
48	Lift off tapes	
3	R/C Color TV/VCR Combination	
1	Panasonic JE720P 10 DIG Desk Prnt	
1	Sharp 1192D 10 Digit Printer	
1	5-1500 Consul 4.1 cu ft Refrigerator	
1	Jet Service Unit	
1	A.C. line surge protector	
2	C.O. lightning protection	
1	Remote Diagnostics	
3	Station A cards	
2	COU line cards	
13	12-button keysets w/LCD	

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6TH FLOOR
BALTIMORE, MARYLAND 21201

545 287

SCHEDULE A CONTINUED

<u>QTY.</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>
1	Talkback Horn	
1	15-Watt VOX talkback amplifier	
1	24-volt power supply	
1	DSS/BLF console	
14	Teflon cables	
1	Talkback Horn	
2	Teflong pre-wire	
2	Top Hats for horns	
12	3M 14' M/M Line Cord 6 Cond	CRD-MTG6C14MM
1	3M Handset cord, charcoal 25'	INT-8131084
1	Line Conditioner (3030 series)	
1	Ultimate Series 3000, Mode L 3030 CPU, ULT.D-P. PROC(3.5x) w/2MB Mem. 2-8 Slot Q-B US Chassis, 2-LSI-11/23 I/O PROCS, REL10, 344MB Disk w/Cont, 1/2" Tape w/Cont, 16 PTS, 2-41" SYS. CABS(2A,115V)	
2	8-Port Controller w/Cable	
1	Battery Backup Unit (modulator)	
3	Opus Green Screen Terminal	
6	Ultiwyse Terminals	
1	GCR Tape Drive Field Upgrade (3000 series)	

OLD DOMINION SUPPLY, INC.

By: George H. Fisher, Pres (SEAL)
George H. Fisher, President

By: William F. Vermillion, Vice President (SEAL)
William F. Vermillion, Vice President

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201

A.A.

10.50

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

548-268

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 254837 recorded in Liber 480, Folio 240 on December 5, 1984 (date).

1. DEBTOR(S):

Name(s): Waugh Chapel Towing, Inc.
Address(es): 893 North Lane Route 3
Gambrills, Maryland 21054

2. SECURED PARTY:

Equitable Bank, National Association
Name: 100 S. Charles St.
Address: Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR:

SECURED PARTY:

EQUITABLE BANK, National Association

By Barbara A. Wykowski
Barbara A. Wykowski
Corporate Banking Officer
(Type Name and Title)

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201

155

279170

548 269

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Iconic Private Cablevision
Limited Partnership
4223 Bethesda Avenue
Bethesda, Maryland 20814

Philips Credit Corporation
100 East 42nd Street
New York, New York 10017

CK

4 This financing statement covers the following types (or items) of property

All personal property of Debtor. The Collateral is more fully described on Schedule A attached hereto and made a part hereof.

5 Assignee(s) of Secured Party and Address(es)

THE MAXIMUM RECEIVABLE INTEREST FOR FEDERAL INCOME TAX PURPOSES IS \$1,000,000. THE FEDERAL TAX HAS BEEN PAID TO THE APPROPRIATE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with
Anne Arundel County, Maryland

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented /

Iconic Private Cablevision Limited Partnership
By its general partner, Iconic Cablevision Management Limited Partnership
By its general partner, Iconic Cablevision, Inc. Philips Credit Corporation

By [Signature]
Signature(s) of Debtor(s)

Title

By [Signature]
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

EX-548-11270

SCHEDULE A
TO
UCC-1 FINANCING STATEMENT
NAMING
POTOMAC PRIVATE CABLEVISION LIMITED PARTNERSHIP,
AS DEBTOR
AND
PHILIPS CREDIT CORPORATION, AS SECURED PARTY

All personal property and fixtures of the Debtor, whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind and description, tangible or intangible, and all goods, equipment, inventory, accounts, chattel paper, general intangibles, credits, claims, demands and any other property, rights and interests of the Debtor, and any and all additions and accessions thereto, all substitutions and replacements therefor and all products and proceeds thereof and proceeds of insurance thereon.

The Collateral shall include, without limitation, all assets and properties, tangible and intangible, used or useful in connection with the operation of cable television and satellite master antenna systems, now or hereafter owned or operated by the Debtor, including, but not limited to, all cable wires, appliances, towers, antennas, poles and other personal property and including all right, title and interest of the Debtor in, to and under all franchises, licenses, ordinances, and other similar rights, and all developer agreements, easements and other similar agreements and instruments to own and operate such cable and satellite master antenna television systems.

548-272

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to Russell R. Till and William A. Walker II, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Farmers National Bank of Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate are those parcels owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

R. E. Barton
Richard E. Barton

FARMERS NATIONAL BANK OF MARYLAND

BY: [Signature]

Dedy M. Barton
Dedy M. Barton

EXHIBIT A

PARCEL ONE:

BEGINNING for the same at an iron pipe previously set on the Westernmost right of way line of the Telegraph Road (Maryland Route #170)--60 feet wide--as shown on State Roads Commission Plat Number 2231 and at the beginning of the conveyance by Elegzeaner H. Courville and husband to Elizabeth A. Donnelly, trustee, by Deed dated October 5, 1967, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2113, folio 334; thence leaving said beginning point so fixed and said State Road and running with the first line described in said conveyance and with the second line described in the first parcel of the conveyance by Harry Myrl Rhodes and wife to Chester B. Branham and wife by Deed dated January 25, 1977, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2929, folio 632--as now surveyed with meridian referred to Anne Arundel County Grid--North 76 degrees 21 minutes 44 seconds West 142.11 feet to an iron pipe previously set at the beginning of the conveyance by Elegzeaner H. Courville and husband to Harry M. Rhodes and wife by Deed dated November 28, 1972, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2548, folio 315; said parcel being the third parcel described in said conveyance by Rhodes to Branham; thence running through the conveyance by Courville to Donnelly, reversely with the closing line of said conveyance by Courville to Rhodes North 75 degrees 23 minutes 31 seconds West 218.41 feet to intersect the South 17 degree 45 minute West 273 foot line described in said conveyance by Courville to Donnelly; thence leaving said conveyance by Courville to Rhodes and running with the outlines of said conveyance to Donnelly and with the South 10 degree 18 minute 38 second West 404.90 foot line shown on the Revised Plat One, Midway Industrial Park, filed among the Plat Records of Anne Arundel County in Plat Book 61, folio 48--as now surveyed South 10 degrees 10 minutes 47 seconds West 168.33 feet to an iron pipe found at the end of said South 17 degrees 45 minute West 273 foot line; thence running with the first line described in the conveyance by Grace Knight, widow, to Midway Investment Co. by Deed dated June 18, 1965, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L.N.P. 1872, folio 230--as now surveyed South 71 degrees 30 minutes 27 seconds East 259.29 feet to an iron pipe set at the North 63 degree 24 minute West 106.25 foot line described in the conveyance by Confirmatory Deed dated November 30, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 441, folio 113; thence running reversely with the first line described in said Deed South 70 degrees 17 minutes 32 seconds East 106.25 feet to an iron pipe now set to replace a boundary stone at the beginning of said conveyance; thence running with part of the closing line described in the conveyance by Courville to Donnelly as now surveyed--North 10 degrees 40 minutes 28 seconds East 132.98 feet to intersect the westernmost side of said Telegraph Road (Maryland Route #170); thence running with said side of the State Road North 07 degrees 37 minutes 52 seconds East 65.05 feet to the place of beginning. Containing 1.508 acres, according to a survey and plat made by Edward Hall III and Associates, P. A., Registered Professional Land Surveyors, in November 1980.

BEING the same property conveyed to Richard E. Barton and Delcy M. Barton, his wife, from John H. Burke and Kum Za Burke, his wife, by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

PARCEL TWO:

BEGINNING for the same at an iron pipe now set to replace a boundary stone at the end of the North 63 degrees 24 minutes West 7.22 foot line shown on a plat recorded with the conveyance by Penrhyn Watts and wife to Nannie Knight and husband by Deed dated October 22, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 441, folio 109, said line being mentioned in the conveyance by Nannie Knight and husband to LeRoy Ed. Knight and wife by a Confirmatory Deed dated November 30, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 441, folio 113; said beginning point also being at the beginning of the closing line described in the conveyance by Elegzeaner H. Courville and husband to Elizabeth A. Donnelly, Trustee, by Deed dated October 5, 1967 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2113, folio 334, thence leaving said beginning point so fixed and running with part of said closing line North 10 degrees 10 minutes 28 seconds East 132.98 feet to intersect the westernmost right of way of Maryland Route 170, known as the Telegraph Road, thence leaving said conveyance to Donnelly, Trustee and running with said side of the State Road 60 feet wide South 07 degrees 37 minutes 52 seconds West 134.31 feet to an iron pipe there set, thence leaving said State Road and running with said North 63 degree 24 minutes West 7.22 foot line North 70 degrees 17 minutes 32 seconds West 7.22 feet to the place of beginning. Containing 474 square feet more or less according to a survey and plat made by Edward Hall III and Associates, P.A., Professional Land Surveyors in November, 1989.

BEING the same property conveyed to Richard E. Barton and Delcy M. Barton, his wife, from Penrhyn S. Watts, Jr., Margaret Rose and Dorothy Rose, by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

PARCEL THREE:

BEGINNING for the same at the beginning of the conveyance by Francis E. Courville et al to John Burke and wife by Deed dated November 14, 1980, and recorded among the Land Records of Anne Arundel County in Liber 3364, folio 334, said beginning point being on the westernmost right of way line of the State Road from Odenton to Severn, Maryland Route 170 (60 ft. wide), thence leaving said beginning point so fixed and said State Road and running with the first and second lines described in said conveyance to John Burke and shown on a plat recorded with said Deed. North 76 degrees 21 minutes 44 seconds West 142.11 feet and North 75 degrees 23 minutes 31 seconds West 218.41 feet to intersect the South 10 degree 18 minute 38 second West 404.90 foot line as shown on the Revised Plat One of Midway Industrial

Park filed among the Plat Records of Anne Arundel County in Plat Book 61, folio 48, thence leaving said conveyance to Burke and said Midway Industrial Park and running through Parcel 3 and Parcel 1 described in the conveyance by Harry Myrl Rhodes and wife et al to Chester B. Branham and wife by Deed dated January 25, 1977 and recorded among the said Land Records in Liber 2929, folio 632 for a new line of division as agreed upon by Chester B. Branham and Mary C. Branham, his wife and John Burke, South 76 degrees 20 minutes 51 seconds East 360.11 feet to the said westernmost right of way of Route 170, thence running with the said westernmost right of way; South 07 degrees 40 minutes 23 seconds West 3.594 feet. CONTAINING 1082 square feet, more or less.

BEING the same property conveyed to Richard E. Barton and Delcy M. Barton, his wife, from Chester B. Branham and Mary C. Branham, his wife, by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

PARCEL FOUR:

BEING KNOWN AND DESIGNATED as Lot 4R, as shown on a plat entitled "Resubdivision of Lots 3 and 4, Londontown Terrace, First District, Anne Arundel County, Maryland for Frances J. Cook", which Plat is recorded among the Land Records of Anne Arundel County in Liber 3404, folio 81.

BEING the same property conveyed to Richard E. Barton and Delcy M. Barton, his wife, by Deed dated April 30, 1985, from Gregory B. Scruggs and Deborah L. Scruggs, his wife, and recorded among the Land Records of Anne Arundel County in Liber 3904, folio 207.

548-276

279172

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

To be recorded in the: (1) Financing Statement Records of the Maryland Department of Assessments and Taxation _____
(2) Financing Statement Records of Anne Arundel County, MD. ✓

1. NAME AND ADDRESS OF DEBTOR:

Walter Earl Landmesser, Jr.
1 Milkshake Lane
Annapolis, Maryland 21401

RECORD FEE
PRINTING
SEARCH FEE
CK N. 318

2. NAME AND ADDRESS OF SECURED PARTY:

Farmers National Bank of Maryland
5 Church Circle
Annapolis, Maryland 21401

3. This Financing Statement covers all of the following property of the Debtor:

A. CONTRACTS OF SALE: All Contracts for the sale of any portion of property known as Parcel 2 and 3 as fully described in a Deed recorded among the Land Records of Anne Arundel County in Liber 3838, folio 451, including the contract and all amendments between Walter Earl Landmesser, Jr., Seller and Meridian, Inc., dated May 8, 1986.

4. Subject to recordation tax on the principal amount of FOUR HUNDRED FORTY-FIVE THOUSAND AND NO/100 (\$445,000.00) DOLLARS, which recordation has been paid to Anne Arundel County.

Date: November 13, 1987

DEBTOR:

WITNESS:

[Signature]

[Signature] (SEAL)
Walter Earl Landmesser, Jr.

11/30

545 277

279173

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) Holiday Inn Columbia 7900 Washington Blvd. Jessup, Md. 20794	2 Secured Party(ies) and address(es) Mac-Gray Co., Inc. 22 Water St. Cambridge, Ma. 02141	3 For Filing Officer (Date, Time, Number, and Filing Office) <i>GR</i>

7. This financing statement covers the following types (or items) of property

- 1 LA23CS Maytag washer
- 1 LDE19CS Maytag dryer

9/2/88

Neil MacLellan Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Holiday Inn Columbia 7900 Washington Blvd. Jessup, Md. 20794 <i>Mark Stielper</i> Signature(s) of Debtor (Or Assignor)	Mac-Gray Co., Inc. 22 Water St. Cambridge, Ma. 02141 <i>Neil MacLellan</i> Signature(s) of Secured Party (Or Assignee)
--	--	--

EX-548 REC-278

STATE OF MARYLAND

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279174

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated November 9, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hoffman-Green Leasing, Inc.
Address 6913 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Elkridge National Bank
Address 7290 Montgomery Road

Elkridge, Maryland 21227
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) November 9, 1989

4. This financing statement covers the following types (or items) of property: (list)
Assignment of Lease # 1318 between Hoffman-Green Leasing, Inc. (the lessor) and Wilkens Yacht Sales, Inc. (the lessee) dated 11/6/89 for a new Taylor TSE 90 127" W.B., 15,000 lbs Marina Forklift Serial #19692 with Perkins 6.3544 Diesel engine and accessories: rotating beacon, back up arm, worklights, offset operator station with remote mounted lift valve and fork positioners with integral hydraulic side shift anti-drop safety system in lift circuit.

RECORDED
INDEXED
CK

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

X Gene Walman Pres.
(Signature of Debtor)
Gene Walman, Vice President
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Adolphus W. Emmons III
(Signature of Secured Party)
Adolphus W. Emmons, III - Vice President
Type or Print Above Signature on Above Line

548-279

279175

FINANCING STATEMENT

If transaction of transactions wholly of partially subject to recordation tax indicate amount of taxable debt here \$ N/A

If this statement is to be recorded in land records check here

This financing statement dated NOV 9, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name 1. E.J. VARHOLY & SONS, INC.

Address 180K PENRODE COURT, GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name 1. TRUST U/W/O EDWARD J. VARHOLY

Address 23 WALKER AVENUE, SUITE 305, BALTO., MD. 21208

SCHWARTZ & BLOOMBERG, The World Trade Center, Suite 2222

401 East Pratt Street, Baltimore, Maryland 21202

Person and address to whom Statement is to be returned if different from above

3. Maturity date of obligation (if any) This form is to be renewed every twelve years.

4. This financing statement covers all those items of property defined as "Collateral" as follows:

"Collateral" means all of the property described below.

In all cases, "Collateral" includes all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral and all proceeds and products of Collateral, cash and non-cash, in any form whatsoever.

A. Equipment. All of DEBTOR's equipment, machinery,

1350

furniture, fixtures, supplies and other personal property (including all present and future additions, attachments, accessions, substitutions, and replacements), used in or related to its Business.

B. Inventory. All of DEBTOR'S inventory, of every type or description, now owned and hereafter acquired and wherever located, including all materials usable or used or consumed in DEBTOR'S business; all present and future substitutions thereof and additions thereto.

C. Accounts. All of DEBTOR'S present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due DEBTOR, tax refunds and the books and records relating to the foregoing.

D. Cash. All of DEBTOR'S cash on hand.

E. Corporate Stock. All of DEBTOR'S corporate stock both issued and nonissued, held in treasury or otherwise.

F. Leasehold Interest. All leasehold interest of DEBTOR where E.J. VARHOLY & SONS, INC. carries on its business.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

above line
PRESIDENT
above signature

By: Edward J. Varholy
(Signature of Secured Party)
TRUST U/W/O EDWARD J. VARHOLY
EDWARD M. FRIEDMAN, CPA, TRUSTEE (SEAL)
Type or print above signature
on above line

By: Frances M. Varholy
(Signature of Secured Party)

FRANCES M. VARHOLY, TRUSTEE (SEAL)
Type or print above signature
on above line

548 1st 251

All merchandise purchased for, or in anyway related to, the business conducted at above-mentioned premises.

(Proceeds of collateral are also covered) Daily receipts.

(Products of collateral are also covered)

Reference is made to a certain Security Agreement and Pledge Agreement between the Debtor and the Secured Party, executed simultaneously with the execution of this Financing Statement.

E.J. VARHOLY & SONS, INC.

By: *E. J. Varholy* (SEAL)
(Signature of Debtor)

STEVEN VARHOLY, PRESIDENT
Type or print above signature
on the above line

TRUST U/W/O EDWARD J. VARHOLY

By: *Edward Friedman* (SEAL)
(Signature of Secured Party)

EDWARD M. FRIEDMAN, CPA, TRUSTEE
Type or print above signature
on above line

By: *Frances M. Varholy* (SEAL)
(Signature of Secured Party)

FRANCES M. VARHOLY, TRUSTEE
Type or print above signature
on above line

548 282 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

279176

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

CSC Does Not Require Recordation Tax
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B.W.I. Golf Center, Inc.
Address 621 Hamonds Ferry Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Textron Financial Corporation
Address 10 Dorrance Street, Providence, RI 02903

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

The collateral is the equipment described on the attached Lease Agreement between the Debtor as Lessee and Secured Party as Lessor, whether now owned or hereafter acquired, and proceeds thereof, including proceeds in the form of goods, accounts, chattel paper, documents, instruments and contract rights. The attached Lease Agreement is being filed in lieu of a financing statement pursuant to the Uniform Commercial Code.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

ANNE ARUNDEL COUNTY

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SEE ATTACHED

(Signature of Debtor)

B.W.I. Golf Center, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SEE ATTACHED

(Signature of Secured Party)

TEXTRON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

135

548-283

LEASE AGREEMENT

LESSEE NAME (LEGAL NAME ONLY) B.W.I. Golf Center, Inc.		LESSOR TEXTRON FINANCIAL CORPORATION	
ADDRESS 621 Hamonds Ferry Rd.		SUPPLIER OF EQUIPMENT NAME/CONTACT G.L. Cornell Company CONTACT Bob Lynch	
CITY Glen Burnie	STATE MD	ZIP CODE 21061	ADDRESS/PHONE NO. 16031 Industrial Drive PHONE NO. (301) 948-2000
PERSON TO CONTACT: George Giraefe		TELEPHONE (301) NO. 766-1225	CITY Gaithersburg STATE MD ZIP CODE 20877
QUANTITY	ITEM	MODEL NO.	SERIAL NO. PRICE
1	Cushman Turf Truckster w/Flat Bed Body, Sides, Tailgate, P.T.O.		\$
	Hydraulic Lift Tackometer, Tailgate Release, Power Converter		
1	Ryan Mataway/Seeder		12,105.00
EQUIPMENT LOCATION, IF OTHER THAN ABOVE ADDRESS OF APPLICANT LESSEE SAME			TAXES \$
PURCHASE OPTION: (Check applicable box / see section 14)			FREIGHT/INSTALLATION \$
<input checked="" type="checkbox"/> \$1.00 <input type="checkbox"/> \$ <input type="checkbox"/> FAIR MARKET VALUE			DOCUMENTATION FEE \$ 50.00
TERM OF LEASE 48 MONTHS			TOTAL COST TO LESSOR \$ 12,155.00
RENTAL PAYMENT AMOUNT NO. 32 PAYMENTS OF \$ 508.81 <small>May be subject to applicable state sales/use tax</small>			SCHEDULE - <input type="checkbox"/> MONTHLY <input checked="" type="checkbox"/> OTHER EXPLAIN OTHER SEE PAYMENT SCHEDULE

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ.

1. Lessor (as defined below in the signature block) leases to Lessee and Lessee rents from Lessor the Equipment listed above or, if separately scheduled, in Schedule "A" attached hereto and made a part hereof. The Equipment will be located at the above address and will not be moved to a new location without written permission first given by Lessor. Any part of any advance Rental Payment received by Lessor and not applied by Lessor as rental for the first month or quarter of the term of this Lease, said security shall be refunded to the Lessee upon return of the leased Equipment as provided in paragraph 6 or, solely at the Lessor's option, applied toward the Rental Payment due and to become due hereunder in the inverse order of their maturities. This Lease shall commence on the date accepted by Lessor (the "Commencement Date") and Lessee shall make its next Rental Payment hereunder no later than 30 days (if rentals are payable monthly) or 90 days (if rentals are payable quarterly) from the Commencement Date, at the sole discretion of Lessor. The Rental Payments set forth herein are based upon the estimated cost of the equipment set forth above, and such Rental Payments shall be adjusted proportionately if the actual cost of the Equipment (including taxes, delivery and any other charges) differs from such estimate. Lessee hereby authorizes Lessor to so adjust the Rental Payments if the sales invoices from Supplier indicate a total cost to Lessor that is greater than the estimated Equipment cost, provided, however, that if the total cost to Lessor exceeds the estimated cost of Equipment by more than twenty percent (20%), Lessor shall so notify the Lessee and obtain its approval to such rental adjustment. If within 90 days of the date Lessee executed this Lease (the "Acceptance Period") the Equipment has not been delivered to and accepted by Lessee, Lessor may terminate this Lease and its obligations to Lessee hereunder or extend the Acceptance Period for such additional period of time as Lessor shall specify, provided, however, that if the Acceptance Period is so extended by Lessor, the Rental Payments shall be adjusted if the announced prime lending rate at Chase Manhattan Bank NA, New York, New York on the date of the Equipment's delivery to Lessee is greater (but not less than its announced prime lending rate in effect as of the date Lessee executed this Lease) in such an event the Rental Payments hereunder shall increase by an amount determined by multiplying the total cost to Lessor of the Equipment by .0014 for each 1/8 of 1% increase in the prime rate (or an equal valent computation if rents are payable on other than a monthly basis), and Lessee authorizes Lessor to amend the payment terms of this lease accordingly.

2. THIS IS A NON-CANCELLABLE LEASE FOR THE ENTIRE TERM INDICATED ABOVE. If the Equipment is not properly installed, does not operate as represented or warranted by Supplier or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against Supplier and shall in any such event make all payments of rent hereunder to Lessor without offset, deduction or abatement for any reason. Lessee acknowledges and agrees that Lessor is neither a manufacturer nor a supplier of the Equipment, that neither the Supplier of the Equipment nor any salesman, employee or other agent of the Supplier is an agent of Lessor, and that no salesman or agent of the Supplier is authorized to waive or alter any provisions of this lease. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR A PARTICULAR PURPOSE, THE DESIGN OR CONDITION OF THE EQUIPMENT, OR THAT THE EQUIPMENT SATISFIES THE REQUIREMENTS OF ANY LAW, GOVERNMENTAL REGULATION, CONTRACT, OR SPECIFICATION. PATENT INFRINGEMENT, OR LATENT DEFECTS, NOR SHALL LESSOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT). So long as Lessee is not in default hereunder, Lessee shall have the benefit of and may enforce in its own name and at its sole expense any supplier's or manufacturer's warranty or agreement with respect to the Equipment, and Lessor shall execute and deliver such instruments as may be reasonably requested by Lessee and necessary to enable Lessee to obtain such benefits.

3. Lessor may inspect the Equipment at any time, and Lessee agrees to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter, and not to mortgage, pledge, assign, sell or otherwise dispose of its interest therein or in any equipment or accessories attached thereto.

4. Lessee promises and agrees to pay, without demand, all specified Rental Payments in advance (unless otherwise agreed to by Lessor) on the next following first or fifteenth day of the month (the "First Full Lease Month") after the Commencement Date. Said payment shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate in writing. Interim Rent will be payable for the period of time from the Commencement Date until the first day of the First Full Lease Month. The amount of such Interim Rent will be calculated by dividing the Rental Payment amount by 30 if payments are made monthly and 90 if payments are made quarterly (regular Rental Payments being based on a 30 day month), multiplying the quotient by the number of days for which the Interim Rent is payable. The Interim Rent is due together with the first Rental Payment.

5. Lessor may, without notice to Lessee, assign this Lease and its assignee may assign the same. Lessor's assignee shall have all of Lessor's rights, remedies and title to this Lease, the Rental Payments and the Equipment, and the same shall be free from all defenses, setoffs or counterclaims of any kind which Lessee may be entitled to assert against Lessor, Lessee hereby waiving the same as against such assignee. Any assignee of Lessor does not assume any obligations of the Lessor herein named. Lessee may separately claim against Lessor as to any matters which Lessee may be entitled to assert against Lessor. Lessee shall not assign, mortgage or hypothecate this Lease or any interest herein or sublet the Equipment without the prior written consent of the Lessor or its assignee, if applicable, and any such transfer by Lessee without such consent shall be void.

TERMS AND CONDITIONS CONTINUED ON REVERSE ➔

TFC 10/88

ACCEPTED:

DATE: 11-3-89

DATE: 11-3-89

LESSOR: TEXTRON FINANCIAL CORPORATION

LESSEE: B.W.I. Golf Center Inc
The undersigned affirms that he is a duly authorized corporate officer, partner or proprietor of the above named Lessee, and has the authority to execute this Lease on its behalf.

BY: (X) [Signature]
AUTHORIZED SIGNATURE

TITLE: Agent BY: (X) [Signature] TITLE: President

NON-NEGOTIABLE FOR FILING PURPOSES ONLY

LESSEE'S SIGNATURE IN INK IS REQUIRED ON ORIGINALS (Pages 1, 2, 3 & 4)

PARTIES

Debtor name (last name first if individual) and mailing address:
 SANTOS MARIA L.
 6636 WASHINGTON BLVD. LOT #94
 ELKRIDGE MD 21227 **1**

Debtor name (last name first if individual) and mailing address:
 FAGAN ORLANDO
 6636 WASHINGTON BLVD. LOT #94
 ELKRIDGE MD 21227 **1a**

Debtor name (last name first if individual) and mailing address:

 _____ **1b**

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
 CHESAPEAKE MH OF LAUREL, MD
 10039 N. SECOND AVENUE
 LAUREL, MD 20707 **2**

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
 GREEN TREE ACCEPTANCE, INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE, VA 22192 **2a**

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility. **3**

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):-

a. acquired after a change of name, identity or corporate structure of the Debtor.
 b. as to which the filing has lapsed.
 c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
 d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
 e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):

CHESAPEAKE MH OF LAUREL, MD
Diana S. Rubenstein, Agent **4**

FINANCING STATEMENT
 Uniform Commercial Code Form UCC-1
 IMPORTANT-Please read instructions on reverse side of page 4 before completing

545 **255** **279177**

Filing No. (stamped by filing officer): _____ **5**
Date, Time, Filing Office (stamped by filing officer): _____

This **Financing Statement** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth. County _____
 Prothonotary of _____ County _____
 real estate records of _____ County _____ **6**

Number of Additional Sheets (if any): _____ **7**
Optional Special Identification (Max. 10 characters): _____ **8**

COLLATERAL

Identify collateral by item and/or type:
 1976 *MLS*
 1985 HOLLY PARK *O.P.* 14 X 70
 SERIAL # 6025917 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered. **9**

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):-
 a. crops growing or to be grown on -
 b. goods which are or are to become fixtures on -
 c. minerals or the like (including oil and gas) as extracted on -
 d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:
 Street Address: _____
 Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
 for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record): _____ **10**

DEBTOR SIGNATURE(S)

Debtor Signature(s):
 1. SANTOS MARIA L. *Maria L Santos*
 1. FAGAN ORLANDO *Orlando Fagan* **11**

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE, VA 22192 **12**

Md. 1/24/79
L 71B
UCC

548 256

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Commercial Law Article of the Annotated Code of Maryland and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 256863 Dated 4/29/85
Record Reference Liber 485 Page 515

2. DEBTOR is:

Name: Wright, Terry L & Anita C
(Last Name First)

Address: 1561 Underwood Rd., Gambrills, Maryland 21054

3. SECURED PARTY is:

Name: Southern Md. Production Credit Assn.

Address: P. O. Box 99, Rt 231, Hughesville, MD. 20637

The Secured Party further certifies that it no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Commercial Law Article of the Annotated Code of Maryland, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: Terry L. Wright
P. O. Box 220, Greensboro, Md. 21639

SECURED PARTY: Southern Md. Production Credit Assn.

Date: November 13, 1989

By: Mildred E. Hoak
Loan Processor (Title)

156

548 257

279178

TO BE RECORDED IN:

(X) Financing Statement Records of the Anne Arundel County

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

1. DEBTOR: TELECOMMUNICATIONS SYSTEMS, INC.
27 Randall Street, Suite 200
Annapolis, Maryland 21401

2. SECURED PARTY: Maryland Small Business Development
Financing Authority
Redwood Tower, Suite 2240
217 East Redwood Street
Baltimore, Maryland 21202

RECORDED
POSTAGE
#5175
MAY 20 1990

3. This Financing Statement covers the following types of property:

a. All Debtor's right to payment under the terms of a certain contract between Debtor and the United States Navy, Naval Regional Contracting Center (Washington Naval Yard, Washington, D.C.) dated September 29, 1989, contract number N00600-89-C-1999 (the "Contract"). The right to payment assigned hereby includes all moneys and claims for moneys due and to become due to Debtor under the Contract, including all accounts receiveable arising from Debtor's performance under the Contract and all proceeds thereof;

b. All Debtor's right to payment under the terms of future contracts (i) awarded to the Debtor, reviewed and approved by the Executive Director of the Maryland Small Business Development Financing Authority (the "Authority") pursuant to the Authority's delegation of such power under Section 13-232(d) of the Financial Institutions Article of the Annotated Code of Maryland, as amended, (ii) for projects financed by a local, State or federal government or a utility regulated by the Public Service Commission, and (iii) under which the Debtor shall use a portion of the proceeds of a Two Hundred Fifty Thousand Dollars (\$250,000) line of credit extended by the Authority for working capital to perform the future contracts or for the purchase of equipment

135.50



needed to perform future contracts (collectively, the "Future Contract"). The right to payment assigned hereby includes all moneys and claims for moneys due and to become due to Debtor under the Future Contract, including all accounts receivable arising from Debtor's performance under the Future Contract and all proceeds thereof;

c. All of the Debtor's right, title and interest in and to equipment of every type and description now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever (the "Equipment");

d. All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever (the "Inventory");

e. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, deposit with sureties on bonded contracts, all goods returned, repossessed, or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtor may at any time have, by law or agreement, against any account debtor, all rights which Debtor may at any time have, by law or agreement, against any other obligor obligated to make such payment and all rights and liens which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any

548-259

property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks (the "Receivables");

f. All property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in the Secured Party's possession, all property and assets of Debtor in or on which the Secured Party has, or may in the future acquire or be granted, a lien whether related or unrelated to this Agreement, whether or not now contemplated, whether or not any instrument or agreement relating thereto specifically refers to this Agreement and whether or not the obligation secured is of the same character or class as Debtor's obligations hereunder; and

g. All rents, proceeds (cash and non-cash, including insurance proceeds), products, profits, substitutions, renewals and replacements of all of the items set forth in this Financing Statement in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks, and the like) documenting, describing or in any way relating to any or all of the items set forth in this Financing Statement, whether in the possession of Debtor or any other person.

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

DEBTOR:

TELECOMMUNICATIONS SYSTEMS, INC.

By: Maurice B. Tose (SEAL)
Maurice B. Tose, President

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to:

Stanley W. Tucker
Executive Director
Maryland Small Business Development
Financing Authority
Redwood Tower, Suite 2240
217 East Redwood Street
Baltimore, Maryland 21202

CCE:D-2610

STATE OF MARYLAND

To be recorded in the Financing Records in Anne Arundel County.

548-290

UNIFORM COMMERCIAL CODE STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3 THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271246 RECORDED IN LIBER 522 FOLIO 14 ON January 14, 1988 (DATE)

1. DEBTOR

Name Crofton Lot I General Partnership c/o Mr. Dennis Gilligan Address 1655 Crofton Boulevard, Suite 200 Crofton, Maryland 21114

RECORD FEE 10.00 POSTAGE .50 RECEIVED 0237 002 11/15/89 H. ERIC SCHAFER AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Second National Federal Savings Bank Address P.O. Box 2558 Salisbury, Maryland 21801

Person And Address To Whom Statement Is To Be Returned If Different From Above. SUSAN H. HICKES P.O. BOX 868 ANNAPOLIS, MD 21404-0868 3. Maturity date of obligation (if any)

CHECK [X] FORM OF STATEMENT

A. Continuation [] The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release [] From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment [XX] The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: [] (Indicate whether amendment, termination, etc.)

Equitable Bank, National Association 100 S. Charles Street Baltimore, Maryland 21201 Attn: Real Estate Division

After recording return to: Patricia A. Rowe Hogan & Hartson 111 S. Calvert Street, Suite 1600 Baltimore, Maryland 21202

SECOND NATIONAL FEDERAL SAVINGS BANK

By: [Signature] (Signature of Secured Party)

Marion J. Minker, Jr., Exec. Vice President Type or Print Above Name on Above Line

Dated NOVEMBER 14, 1989

1033

548 291

279179

FINANCING STATEMENT

TO BE RECORDED AMONG
THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

RECORD FEE 19.00
POSTAGE .50
#613600 C237 002 116425
11/15/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Crofton Lot I General Partnership
c/o Davco Food, Inc.
1657 Crofton Boulevard
Crofton, Maryland 21114

2. NAME AND ADDRESS OF SECURED PARTY: Equitable Bank, National Association
100 South Charles Street
Baltimore, Maryland 21201
Attn: Real Estate Finance Department

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, equipment and trade fixtures or other personal property owned by tenants occupying the Property or the contractors on the Property during the period of construction), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other

improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Ardyth L. Hall and Hunter F. Calloway, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

548-293

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:

CROFTON LOT I GENERAL PARTNERSHIP

By: W. DENNIS GILLIGAN
Its Partners

By: HARVEY ROTHSTEIN

Filing Officer: After recordation, please return this Financing Statement to:

Patricia A. Rowe
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

548-294

EXHIBIT A

ALL THAT PARCEL OF LAND situate in Anne Arundel County, being known and designated as Lot 1, containing 2.607 acres of land more or less as shown on a plat of subdivision entitled Section 1 - Plat 1 Crofton Industrial and Office Park as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 46 at folio 3.

AND BEING the same property conveyed to Crofton Lot 1 General Partnership by Deed dated November 26, 1985, recorded among the Land Records in Liber 4001, folio 432.

1808W

Please Return to:

BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.
BOX 868
ANNAPOLIS, MARYLAND 21404-0868

Attn: Susan H. Michels

FINANCING STATEMENT

TO BE RECORDED AMONG

- (1) FINANCING STATEMENT RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
- (2) FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR GREGORY OGILVIE
2547 Vale Court
Davidsonville, MD 21305
- 2. NAME AND ADDRESS OF SECURED PARTY BATHTIQUE INTERNATIONAL LTD.
Carnegie Place
247 North Goodman Street
Rochester, NY 14607

3. This Financing Statement covers all right, title and interest of the Debtor in and to the property ("Property") described in Exhibit A attached hereto and made a part hereof.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alternations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement pursuant to the provisions of Title 12 Section 12-108(k)(4) of the Tax Property Article of the Annotated Code of Maryland.

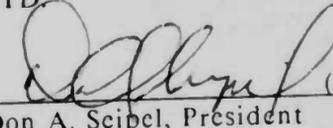
DEBTOR:

SECURED PARTY:

GREGORY OGILVIE

BATHTIQUE INTERNATIONAL LTD.

 (SEAL)
Gregory Ogilvie

By:  (SEAL)
Don A. Scipel, President

BR
27



548 00296

Filing Officer:

After recordation, please return this Financing Statement to:

Bathtique International Ltd.

Carnegie Place

247 North Goodman Street

Rochester, NJ 14607

ATTN: Eugene S. Tonucci

B03426JS.STM

BATHTIQUE - ANNAPOLIS MALL
LIST OF FIXTURES & EQUIPMENTBackroom

Hand Truck
Hoover Vacuum Cleaner
6 ft. Aluminum Ladder
2 Drawer Desks
Swivel Chair
Coffee Pot
4 Drawer File Cabinet
2 Drawer File Cabinet
4 ft. Folding Table
Radio Shack EC3011 Calculator

Sales Floor

6 ft. Rug Display Fixtures
5 Tier 3 Section Glass Display Fixture
3 Tier Single Section Glass Display Fixture
Pine Book Case
3 Tier Single Section Glass Display Fixture
3 Section 3 Tier Glass Display Fixture
5 Section 6 Tier Glass Display Fixture
Victor 1140 Cash Register
Royal 107PD Calculator
Dennison 220 Pricing Gun
6 ft. X 3 ft. L Shaped Sales Counter

Inventory

All inventory now owned and hereafter acquired at the Annapolis Mall location and all proceeds and products of the inventory.

548 298

279181

FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing
Officer pursuant to the Uniform Commercial Code:

RECORDING FEE \$7.00
POSTAGE .50
#513690 0237 802 110157
11-16-89
H. ERLE SCHAFER
TRUSTEES COURT

1. Debtor:

Address:

Hampton Chase Corporation

c/o Richard E. Polm
303 Nojoles Road, Suite 105
Millersville, Maryland 21108

2. Secured Party:

Address:

Provident Bank of
Maryland

114 E. Lexington Street
Baltimore, Maryland 21202
Attn: Commercial Real Estate
Department

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all

1703



renewals and replacements thereof and any substitutions for, or additions to the same;

(b) The reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases and contracts of sale with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land;

(c) All documents, instruments, general intangibles, chattel paper, contract rights (including the rights of the Debtor under any contracts of sale) and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom; and

(d) All the rights, title, interest and privileges which the Debtor as seller has or may have in the contracts of sale now existing or hereafter made and affecting the herein described land, as such contracts may have been, or may from time to time be, modified, extended and renewed, with all deposits, proceeds, income and profits due and becoming due therefrom.

4. The aforesaid items are included as security in an Assignment of Contracts and Other Income and Security Agreement from Debtor to Secured Party and in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Alex J. Guggenheim and Raymond E. Schlissler, Trustees, and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland.

5. Proceeds of collateral are covered hereunder.

no 548 of 300

6. The land is more particularly described in Exhibit A attached hereto.

Debtor:

HAMPTON CHASE CORPORATION,
a Maryland corporation

By: *Richard E. Polm* (SEAL)
Richard E. Polm, President

Dated: November 14, 1989

Please return to:

Jeffrey P. McCormack, Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201

00032:00872
FINANCING STATEMENT

545 301

EXHIBIT A

Description of Property

BEING Lots 1 through 36, inclusive, and all other land, including streets, roads, widening strips, recreation areas and open space, shown on the Plats of "Hampton Chase", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 118, Pages 18 and 19, as Plats No. 6192 and 6193.

Mail to Jeffrey P. McCormack

BC-7408

548 302

279182

To be recorded
among Land Records of
Anne Arundel County
in Financing Statement
Records of Anne Arundel
County
with State Department of
Assessments and Taxation

Not subject to recordation
tax:

Principal Amount is
\$250,000.00

November 14, 1989

The appropriate amount of documentary stamps are affixed to an indemnity deed of trust and security agreement recorded or to be recorded among the Land Records of Baltimore City, Maryland, and given as security for the same loan.

RECORD FEE 18.00
POSTAGE .50
#614360 COST ROD 720432
11/16/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Debtor:

RHONDA H. SHOOK and
GERTRUDE L. SHOOK

Address of Debtor:

c/o The Millersville Supply
Co., Inc.
8272 Route 3 North
Millersville, Maryland 21108

2. Secured Party:

THE FIRST NATIONAL BANK
OF MARYLAND

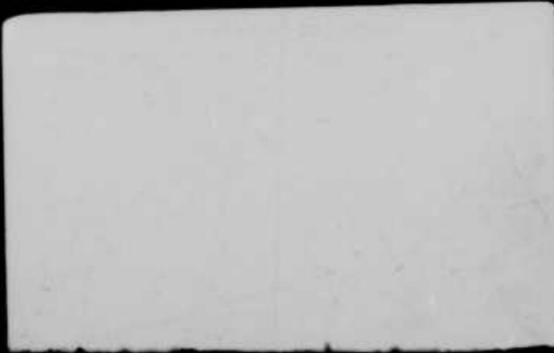
Address of Secured Party:

25 South Charles Street
Baltimore, Maryland 21201
Attn: Sean M. Sands,
Commercial Banking
Officer

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fixtures, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the improvements which is hereinafter described (the "Improvements") and used or usable in connection with any present or future operation of the Property owned or hereafter acquired by the Debtor, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof, including, by way of example rather than of limitation, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings,

1600
1630



11/06/89
1304299.2

548 303

carpeting, linoleum and other floor coverings, screens, storm doors and windows, sump pumps, attached cabinets, partitions, ducts and compressors, landscaping, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon such Improvements.

3.2. All judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in any part thereof, under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Improvements or any part thereof.

3.3. All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Improvements or any portion thereof, or any of the other property described in this Financing Statement, or any part thereof.

3.4. All of the rents, royalties, issues, profits, revenues, income and other benefits of the Improvements or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Improvements, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and noncash) thereof; all construction contracts, public works agreements, bonds, deposits, construction materials, supplies, lumber, machinery and equipment; and including, without limitation, all cash or securities deposited under any of the above to secure performance by Debtor, its lessees or any others of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

3.5. All of Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the

11/06/89
1304299.2

548 304

Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The aforesaid items are included as security in an Indemnity Deed of Trust and Security Agreement of even date herewith and given by the Debtor to the trustees named therein, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland (the "Deed of Trust") securing a debt owed by The Millersville Supply Company, Inc. to The First National Bank of Maryland, which debt is being guaranteed by Debtor. The Debtor is a record owner of the Property.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

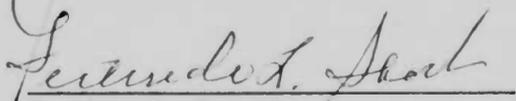
6. The Property consists of all of that real property located in Anne Arundel County, Maryland together with all additional improvements thereon, which is more particularly described in the said City Deed of Trust, and in Exhibit A hereto.

DEBTOR:

SECURED PARTY:

THE FIRST NATIONAL BANK OF
MARYLAND


Rhonda H. Shook


Gertrude L. Shook

[To the Filing Officer: After this Statement has been recorded, please mail the same to Neil C. Kahn, Esquire, Rosenberg Proutt Funk & Greenberg, Suite 2115, 25 South Charles Street, Baltimore, Maryland 21201.]

AMERICAN TITLE GUARANTEE CORPORATION
120 EAST BALTIMORE ST.
SUITE 1800
BALTIMORE MARYLAND 21202

548 305

EXHIBIT A

BEGINNING for the same at a concrete marker on the southwest edge of the right of way of the Crain Highway in the Fourth District of Anne Arundel County between Benfield and Glen Burnie at a point distant North 24 degrees 58 minutes West 343.9 feet from a pipe set on the said edge of said highway at a corner at the intersection of said edge of said right of way with the South 44 degrees 41 minutes West 291.5 foot line of the whole tract of which the lot herein described is a part, the said point of beginning being also on the dividing line between Lot 3 and Lot 4 and running thence binding on said edge of said highway, North 24 degrees 58 minutes West 120 feet to a concrete marker now set on the dividing line between Lot 4 and Lot 5, and running thence with the said dividing line South 65 degrees 2 minutes West 540.24 feet to a concrete marker; thence running South 50 degrees 15 minutes East 132.71 feet to a concrete marker now set on a dividing line between Lot 3 and Lot 4, and running thence with said last mentioned dividing line, North 65 degrees 02 minutes East 483.58 feet to the point of beginning. Being known and designated as Lot 4. Containing 1.41 acres as shown on Plat of Subdivision of Oakdale, dated July 1947, by J. Revell Carr, Registered Land Surveyor, and recorded in Cabinet 3, Rod F-1, Plat 13, now recorded in Plat Book 20, folio 16.

SAVING AND EXCEPTING, HOWEVER, THEREFROM, the following two parcels of ground heretofore conveyed:

1. To the State of Maryland to the use of the State Roads Commission of Maryland, by Deed dated July 31, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1058, Folio 522.
2. To Grover C. Pumphrey and Della Pumphrey, his wife, by Deed dated February 13, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1273, Folio 446.
3. To the State of Maryland to the State Highway Administration, by Deed dated June 7, 1988 and recorded among the Land Records of Anne Arundel County in Liber HES 4641, Folio 359.

1304375.2

Mail to American Title Guarantee Corp.

167068

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): The Fashnique
 Address: 181 Main Street
 Annapolis, Maryland 21401

548 PAGE 306 279183

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: Metro Plaza One, 8401 Colesville Road
 Silver Spring, Maryland 20910
 Attn: Dennis L. Ortiz, AVP

Mail 10

3. This Financing Statement covers the following types (or items) of property:
 All Accounts Receivable, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements presently owned by debtor at the date of this agreement, all Accounts Receivable, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements at any time hereafter acquired by debtor and all proceeds of such Accounts Receivable, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements.

4. Check the statements which apply, if any, and supply the information indicated:
- (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): The Fashnique
Manjit Anand
 Manjit Anand, Pres.

Secured Party:
 FIRST AMERICAN BANK OF MARYLAND
 By: *[Signature]*
 Dennis L. Ortiz, AVP
 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)



279184



548 3117

Financing Statement



RECORD FEE 14.00
POSTAGE .50
#612320 0237 R02 T15:16
11/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

To Be Recorded In:

- Financing (Chattel) Records - Anne Arundel County, Maryland
Financing (Chattel) Records - State Department of Assessments and Taxation
Land Records - County, Maryland

Note: The principal amount of debt secured hereby is: \$ 150,000.00 This Financing Statement is not subject to recordation tax.

Financing Statement

- 1. Debtor: R. Derek Grice, Brenda M. Grice Address: 3900 Damascus Road, Laytonsville, Maryland 20879
2. Secured Party: Sovran Bank/Maryland Address: 6610 Rockledge Drive, Bethesda, Maryland 20817-1876
3. Trustee: Donald S. Gardiner, Martha A. Neumeyer Address: 6610 Rockledge Drive, Bethesda, Maryland 20817-1876

4. This Financing Statement Covers:
(a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto...
(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");
(c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

1400 30

548 me308

- (d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;
 - (e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;
 - (f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;
 - (g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;
 - (h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;
 - (i) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and
 - (j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.
5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.
 6. Proceeds of collateral are covered by this Financing Statement.
 7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.
 8. Maturity date of the obligation is stated in the Note.

Debtor:

[Corporation or Partnership]

[Individuals]

R. Derek Grice (Seal)

 R. Derek Grice

Brenda M. Grice (Seal)

 Brenda M. Grice

After this Financing Statement has been recorded, please mail the same to:

Tracy A. Borge
 MILES & STOCKBRIDGE
 22 W. Jefferson Street
 Rockville, Maryland 20850



EXHIBIT A

EDD-548 PAGE 309

BEING KNOWN AND DESIGNATED as Lot Numbered Seventeen (17), in a subdivision known as "Cluster Plat Two WINDFERN FOREST" as per plats thereof recorded among the Land Records of Anne Arundel County, Maryland, in Plat Books 110 at pages 15 through 16, inclusive. The improvements thereon being known as 533 Post Oak Road.

Mail to Tracy A. Borge

A.B.L.E. Leasing, Inc.

145 W. Lynford Road/Richboro, PA 18954/(215) 322-2910

SCHEDULE - LEASE

Annexed to and forming part of LEASE # 5493
between A.B.L.E. Leasing, Inc., Lessor,
and Kibby Chiropractic Center Lessee,
dated 19__.

<u>NO.</u>	<u>MODEL AND EQUIPMENT</u>	<u>SERIAL NUMBER</u>
1	BEN-B60211 Bennett Chiropractic Package: Model D325 Control Model T325 Transformer Model A079020 Tube Model D-50M Collimator	S/N#B12876 S/N#B12876 S/N#B52-08101
1	AFP-14XL 14XL Processor	
1	SSC-215030 S&S Blue/Green Safelight	
1	SSC-144 S&S ID Printer	
1	KPL-KIRBY ID Cards, (1,000/box)	
1	SSC-169B S&S Calipers	
1	MAX-CR122 Two Bank Illuminator	
3	DUP-654310 DuPont 8 x 10 Cassettes w/Q-3 Screens	
2	DUP-654159 DuPont 14 x 17 Cassettes w/Q-3 Screens	
1	BAR-60929 Patient Apronette	

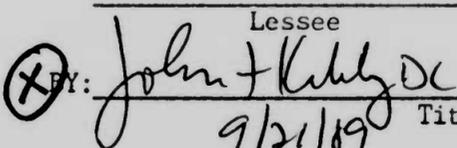
Mail to Cheltenham Bank

and any duplicate parts, extras, mechanisms and devices relating thereto or used in connection therewith, now attached to or delivered with the designated equipment or that may at any time hereafter be obtained from the Lessor or be added thereto by or with the consent of the Lessor.

A.B.L.E. LEASING, INC.

Kibby Chiropractic Center

BY: 
Title

Lessee
BY: 
9/21/89 Title

FINANCING STATEMENT CONTRACT # 548 PAGE 312 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$?

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

CONTRACT # 29820 - 819590

1. DEBTOR

Name EDWARD M. & KATE LEARY
Address 1227 MAYO ROAD EDGEWATER, MD 21037

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
Address 15410 CHRYSLER DRIVE
UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA B1750HSD1, SER.#50770.
- 1 NEW KUBOTA RC60B, SER.#10783.
- 1 NEW KUBOTA B1640A LOADER, SER.#04811.

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

Mail to

RECORD FEE
POSTAGE
GK

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"
CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Edward M. Leary
(Signature of Debtor)

EDWARD M. LEARY
Type or Print Above Name on Above Line

Kate Leary
(Signature of Debtor)

KATE LEARY
Type or Print Above Signature on Above Line

Chris Hanburger
(Signature of Secured Party)

CHRIS HANBURGER, GENERAL MANAGER
Type or Print Above Signature on Above Line

1250

548 313

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261648

RECORDED IN LIBER 497 FOLIO 460 ON May 1, 1986 (DATE)

1. DEBTOR

Name Carl Tehsman
Address Route 175 and Clark Lane, Baltimore, MD 20794

2. SECURED PARTY

Name Shell Oil Company
Address Post Office Box 1703, Atlanta, GA 30371
ATTN Sales Services

RECORD FEE 10.00
POSTAGE 1.00
MAY 10 1986
H. ELLI SCHAFER

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes 'CHECK FORM OF STATEMENT' label and signature of William F. Morrell.

SHELL OIL COMPANY

Dated 6/14/89

BY: Carolyn Yapp
C. A. Yapp
Type or Print Above Name on Above Line

10.50

879187

BOOK 548 PAGE 314

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) MBA Container Corporation 135 Roesler Road Glen Burnie, Maryland 21061	2 Secured Party(ies) and address(es) Strick Corporation 601 W. Patapsco Ave Baltimore, Maryland 21225	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED 11-27-89 BY: ERLE SUMNER AN CO. E. SCOTT TOWNE
4 This financing statement covers the following types (or items) of property two used 1981 Fruehauf pup trailers, 27' in length, 96" width Serial #'s 4399 and 3203 *CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX		5 Assignee(s) of Secured Party and Address(es) Strick Finance Co. US Highway #1 Fairless Hills, Pa 19034 <i>Mail to</i>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with _____

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented _____

MBA Container Corporation Arvin R. Newman President Strick Corp/Strick Finance Co.

By *[Signature]* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use in Most States)

548 315

FINANCING STATEMENT

279188

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

George B. Knisley
Sarah W. Knisley

Chesapeake Mobile Court #75
Hanover, Maryland 21076

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201
Towson, Maryland 21204

1. This Financing Statement covers the following types (or items) of property (the collateral).

USED 1985 Liberty Homes Corp., 70 X 14, Mobile Home
Serial # 55031

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

George B. Knisley
Sarah W. Knisley

Secured Party

JOHN HANSON SAVINGS BANK FSB

By Kathryn Riley

NOTE: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to John Hanson Savings Bank FSB.

Mail to

D.S.

548 316

279189

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Hans Christian Yachts, Inc. Address(es): 7078 Bembe Beach Road
Annapolis, Maryland 21403

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. _____
 6. Secured Party: Maryland National Bank Address: Department Collateral Unit
P. O. Box 871
 Attention: Lisa Edwards ~~SALES DEPARTMENT~~ Annapolis, Md. 21404

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

41 Foot Traditional Sailboat Hull #42.

Debtor: Hans Christian Yachts, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any: Geoffrey R. White, President

By: [Signature] (Seal)

By: _____ (Seal)
Type name and title, if any

Robert G. Jones, Vice President
Type name and title

MARYLAND NATIONAL BANK

207-95 REV. 7/88

Mail to
11.50

Mail To:
Maryland National Bank
Attn: ARDU
1713 West Street
Annapolis, Maryland 21403

279190

Anne Arundel County,
Maryland
Chattel Records/Land Records

no 548 of 317

State Department of Assessments
and Taxation

FINANCING STATEMENT

- 1. Debtor: LORI FLETCHER
Address: 1704 Hall Avenue
Baltimore, Maryland
- 2. Secured Party: KENNETH COLLIGNON
Address: 3459 Andrew Court, Apt. 102
Laurel, Maryland
20707

3. This Financing Statement covers:

(a) all leases, buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real estate hereafter described ("Real Estate") or any part thereof and now owned or hereafter acquired by Debtor and all fixtures and equipment including but not limited to all gas and electric fixtures, engines, radiators, heaters, air conditioners, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing, heating and cooling fixtures, mantels, refrigerating plant mechanical or otherwise, cooking apparatus and appurtenances, shades, awnings, screens and blinds, and all other appliances and equipment (including but not limited to refrigerators, dishwashers, trash compactors, washing machines, dryers, disposal systems, stoves and ovens) which are now owned or hereafter acquired by the Debtor for use or installation in on or about the Real Estate or any portion thereof but excluding any personalty which is not affixed to the Real Estate and which is not in any way related to the operation of the Real Estate; and

(b) all accounts receivable (accounts) in respect of any and all leases executed by the Debtor, as Lessor, on any part or parcel of the described Real Estate and the improvements located thereon, whether said accounts receivable are in existence or are hereafter created and the proceeds thereof; and

(c) all accounts receivable (accounts) in respect of monies owed to the Debtor on account of business operations; and

(d) all contract rights (accounts) in respect of any and all leases executed by Debtor, as Lessee, of any part or parcel of the described Real Estate and the improvements located thereon, whether said contract rights are in existence or created hereafter and the proceeds thereof; and

Return To:

Bruce L. Marcus, Esquire
6411 Ivy Lane, Suite 116
Greenbelt, Maryland 20770
(301) 441-3000

~~Bruce L. Marcus, Esquire
6411 Ivy Lane, Suite 116
Greenbelt, Maryland 20770
(301) 441-3000~~

1350

EX-548 21318

(e) all licenses, permits, approvals and equipment wherever located now owned or hereafter acquired for business operation; and

(f) all contract rights and accounts receivable (accounts) and general intangibles in respect of or in any wise relating to the business known as Just Wingin It II, the Real Estate or any part thereof including, but not limited to, all accounts receivable arising from the operation of any pet sales and supply facility on the Real Estate, all sales contract or option contract deposits or payments relating to the Real Estate and or the business;

(g) all insurance proceeds and condemnation awards now or hereafter acquired by Debtor received in connection with the Real Estate.

4. All inventory located on the premises, including all items held for resale.

5. Proceeds of products of collateral are covered hereunder.

6. The Real Estate is that parcel leased by the Debtor, located in Anne Arundel County, Maryland and described more particularly in Schedule A attached hereto and made a part hereof.

Lori Fletcher
LORI FLETCHER

ADDENDUM TO FINANCING STATEMENT

All accounts receivable in respect of any and all leases executed by the Debtor or assigned to the Debtor as Lessor, or any part of the parcel of the described land and the improvements located thereon whether said accounts receivable are in existence or are hereafter created and the proceeds thereof.

All contract rights in respect of any and all leases, sales agreements, or contracts executed by Debtor, as Seller and/or Lessor, pertaining to any part or parcel of the described land and the improvements located thereon, whether said contract rights are in existence or created hereafter and the proceeds thereof.

The Financing Statement pursuant to which this Addendum is given is a Security Agreement dated *Sept. 6*, 1989 from Debtor named herein to secure KENNETH COLLIGNON. The Secured Party or its successors and/or assigns shall have, in addition to all the rights and remedies granted in the Financing Statement, all the rights and remedies provided under the Uniform Commercial Code of the State of Maryland. All of said rights are cumulative and may be exercised either concurrently or independently and in such order as the Secured Party or its successors and/or assigns may determine.

BY: *Lori Fletcher*
LORI FLETCHER

279191

548 320

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) & Address(es) Carefree Industries, Inc. 717-F Hammonds Ferry Road Linthicum Heights, Maryland 21090	2 Secured Party & Address H.J. Scheirich Co. 250 Ottawa Avenue Louisville, KY 40209	3 For Filing Officer (Date, Time, Number, & Filing Office) 
--	--	--

4 This financing statement covers the following types (or items) of property:

All finished goods, kitchen cabinet inventory, bathroom vanity inventory, and accessories thereto manufactured by H.J. Scheirich Co., whether now or hereafter owned or acquired by, or in the possession of, Debtor, and all proceeds therefrom.

This financing statement is not subject to recordation tax.

Products of Collateral are also covered.

5 The described crops are growing or are to be grown on the real estate described below.

The described goods are or will be affixed to the real estate described below and this statement is to be filed in the same office as the real estate records.

The timber to be cut or minerals or the like (including oil and gas) is on the real estate described below and this statement is to be filed in the same office as the real estate records.

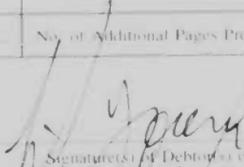
Describe Real Estate Here:

Name of real estate record owner if other than Debtor:

Filed with: _____

No. of Additional Pages Presented: _____

Carefree Industries, Inc.
Name of Debtor

By 
Signature(s) of Debtor(s) or Secured Party*

Jik Yousefi, President

*If filed with signature of Secured Party instead of Debtor, filed pursuant to KRS 355.9-402(2) (See Instructions for statute.)

FILING OFFICER—ALPHABETICAL

Ky. UCC-1-487(1987) Professional Bank Services, Inc., Louisville, Ky.

115

STATE OF MARYLAND

548 321

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270519

RECORDED IN LIBER 519 FOLIO 539 ON 11/6/87 (DATE) c Ann Arundel County

1. DEBTOR

Name MR. GOODBUYS CORPORATION

Address 3025 Walnut Street, Philadelphia, PA 19104

2. SECURED PARTY - ASSIGNEE

Name AMOSKEAG BANK

Address 875 Elm Street

Manchester, NH 03105

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>AMENDMENT</p>
	<p>CHANGE DEBTOR ADDRESS TO: 2590 Grant Avenue Philadelphia, PA 19114</p>	
	<p>SEE ATTACHED ADDENDUM</p>	

Signature of Debtor:

MR. GOODBUYS CORPORATION

[Handwritten Signature]

Dated 10/11/89

AMOSKEAG BANK

[Handwritten Signature]

(Signature of Secured Party)

WILLIAM F. NEILER
Type or Print Above Name on Above Line

1050

ADDENDUM TO UCC-1

IBM CORPORATION COMPUTERS WITH ALL ADDITIONS, ACCESSORIES AND REPLACEMENTS
THERE TO COVERED BY LEASE AGREEMENT NO. 11304, EQUIPMENT SCHEDULES NO. 4 BETWEEN
ENTREPO FINANCIAL RESOURCES, INC., LESSOR AND MR. GOODBUYS CORPORATION, LESSEE.

EQUIPMENT LOCATION: Mr. Goodbuys Corporate Offices
2590 Grant Avenue
Philadelphia, PA 19114

<u>Quantity</u>	<u>Model/Feature</u>	<u>Description</u>	<u>Serial No.</u>
24	3197-DDO	DISPLAY STATION	F6788 F6795 F6797 F6796 F6799 F6800 F6801 F6802 F6806 F6807 F6808 F6810 F6812 F6816 F6842 F6846 F6852 F6853 F6858 F6861 F6862 F6864 F6865 F6804
5	5294-01	REMOTE CONTROLLER	44650 44651 44652 44653 44654
10	5210-BL	GBT CONTROLLER & PRINTER	70172 70470 70476 70080 70100 70121 70170 70171 70276 70146
3	5220-BL	GBT CONTROLLER & PRINTER	08309 08278 08275

Amaskeag Bank

940303

548 323

279192

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 25,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Atlantic Coastal Sportswear	3019 Mountain Road Pasadena, Md. 21122

<u>Secured Party</u>	<u>Address</u>
Farmers National Bank of Md.	5 Church Circle Annapolis, Md. 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral): All Accounts, Receivables, Equipment, Inventory and Leasehold Improvements now Owned and hereafter acquired by Borrower and all proceeds (Cash and Non-Cash) of such Accounts, Receivables, Equipment, Inventory and Leasehold Improvements. Also including, but not limited to: Apple MacIntosh Computer, S/N F9407EW; H P Lazer Printer, S/N CA907RN1; Apple Monitor, S/N 5100934; Scanner, S/N 9120014; Harco Dryer, S/N B5J88; Tico Dryer T1; Mita Copier, S/N E436033577; Vastex 4 Color Rotary Printer; Tico 4 Color Rotary Printer; Jenning 4 Color Printer, S/N 0109651; Hix Heat Presses; Newman Roller Frames; and other related equipment and peripherals.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD THE
RECORD THE
POSTAGE
551200
RECORD THE
RECORD THE
POSTAGE
551200
RECORD THE
RECORD THE
POSTAGE
551200

Debtor (or Assignor)	Secured Party (or Assignee)
Atlantic Coastal Sportswear	THE FARMERS NATIONAL BANK OF ANNAPOLIS
By: <i>Calvin Cavey</i> Calvin Cavey	
By: <i>James Kidwell</i> James Kidwell	
	BY <i>M. G. Beattie</i> M. G. Beattie

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

MS 56

548-324

279193

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 11-03-1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

Baltimore Mechanical Services, Inc.
7 Carivon Road
Owings Mills, MD 21117

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name and address of Secured Party

Bay National Bank
2661 Riva Road

Annapolis, MD 21401

Name and address of Assignee

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

If the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt: \$

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
- which is proceeds of the original collateral described above in which a security interest was perfected.

[Handwritten signature]
[Handwritten signature]

Bay National Bank

[Handwritten signature]
signature of Secured Party
John J. Feldman, III
Vice President

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 11-14-1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

The Giant Peach, LTD
178 Main Street
Annapolis, MD 21401

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name and address of Secured Party

Bay National Bank
2661 Riva Road

Annapolis, MD 21401

Name and address of Assignee



Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

if the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt: \$ _____

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

- This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
- already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
 - which is proceeds of the original collateral described above in which a security interest was perfected.

The Giant Peach, LTD

Mary Slidell, General Partner

M. Jean E. White, General Partner

Bay National Bank

Signature of Secured Party

Joseph L. Schmidt

Loan Accounting Officer

548 326

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Wang Credit Corporation One Industrial Avenue Lowell, MA 01851		2. Secured Party(ies) and address(es) The First National Bank of Boston, as Collateral Trustee 100 Federal Street Boston, MA 02110	3. Maturity date (if any) 54 For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>436230</u> <u>545-12</u> Filed with <u>Clerk of the Circuit Court of Ann Arundel</u> <u>County, Maryland</u> Date Filed <u>8/17</u> <u>1989</u>		<input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. <input checked="" type="checkbox"/> Release (Partially). Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.	

See Exhibit A attached hereto,
which is made a part hereof.

No. of additional Sheets presented 2

By: _____ Signature(s) of Debtor(s) (necessary only if Item B is applicable).

By: The First National Bank of Boston,
as Collateral Trustee
[Signature] Signature(s) of Secured Party(ies)

Exhibit A

Name of Debtor: Wang Credit Corporation
55 Technology Drive
Lowell, MA 01857

Name of Secured Party: The First National Bank of
Boston, as Collateral Trustee
under the Collateral Trust
Agreement dated as of
August 15, 1989
100 Federal Street
Boston, MA 02110,

Description of Collateral Released:

All of the secured party's right, title and interest in and to the following property (provided however that, to the extent any right, title or interest in any of the following property is repurchased or reacquired by the Debtor, whether by right of subrogation or otherwise, the release by the Secured Party of the security interest in such property which would otherwise be evidenced hereby shall be of no effect):

(1) all leases (including any extended term thereof), rental agreements, net lease agreements, U.S. Government Purchase Orders issued pursuant to the terms of the Federal Lease to Ownership Plan, accounts, chattel paper, rental payments, receivables, rights to payment (including notes, deposits, instruments, guaranties and liens of any kind evidencing promises to pay) between Wang Laboratories, Inc. or any of its affiliates covering one or more units of Equipment and/or Upgrades and transferred to the Highline Purchase Agreement and all rights relating thereto or arising out of such Leases, including without limitation, leases' purchase options ("Leases");

(2) all equipment and goods subject to a Lease ("Equipment");

(3) any unit of Equipment having enhanced capabilities which replaces an existing unit of Equipment or any upgrade, component, or device which is installed on or modifies any unit of Equipment or any substitutions for or replacements of any Equipment to the extent transferred pursuant to the Highline Purchase Agreement ("Upgrades");

548 328

(4) funds on deposit in any lockbox or deposit account to the extent such funds constitute proceeds of or distributions on Leases, Equipment or Upgrades;

(5) all files, books and records pertaining to the Equipment, the Upgrades or the Leases; and

(6) all products and proceeds of the foregoing.

"Highline Purchase Agreement" means the Purchase, Administrative and Remarketing Agreement between Wang Credit Corporation, Wang Laboratories, Inc. and Highline Financial Services, Inc., dated as of October 24, 1989, as modified, amended or supplemented from time to time.

A description of the Leases, Upgrades and Equipment and a copy of the Purchase Agreement is available without cost upon written request to Highline Financial Services, Inc., 1881 9th Street, Suite 300, Boulder, Colorado 80302.

Mail to First Natl Bank Boston

STATE OF MARYLAND

545 329

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254962

RECORDED IN ~~LIBER~~ 480 ~~FOLIO~~ 503 ON 12/13/84 (DATE) with Clerk of
Circuit Court for Anne Arundel County, Annapolis, Maryland

1. DEBTOR

Name Murray, Martin & Olson, Inc.

Address P.O. Box 186, 175 Admiral Cochrane Drive, Annapolis, Maryland 21404

2. SECURED PARTY

Name The First National Bank of Boston

Address 100 Federal Street, Boston, MA 02110

Return to: Paul R. Devin, Esq., Peabody & Arnold, 50 Rowes Wharf, Boston, MA 02110
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

All rights in all property described in said Financing Statement above are assigned to: Old Republic Surety Company, P.O. Box 1635, Milwaukee, Wisconsin 53201, for itself and as Agent for the additional parties listed on Exhibit A attached hereto and made a part hereof.

THE FIRST NATIONAL BANK OF BOSTON

Dated April 14, 1989

By [Signature]
ITS V. (Signature of Secured Party/Assignor)

TIMOTHY M. BARNES

Type or Print Above Name on Above Line

10.50

no. 548 no. 330

Exhibit A

to Form UCC-3 Statement of Assignment naming
Murray, Martin & Olson, Inc. as Debtor and
The First National Bank of Boston as Secured
Party, and Old Republic Surety Company as
Assignee (for itself and as agent for the
additional parties named below):

Northwestern National Casualty
Company
18650 West Corporate Drive
Brookfield, WI 53005,

and certain others as they are the
successors, reinsurers or designees,
as the case may be, now or in the
future, of Northwestern National
Insurance Company of Milwaukee,
Wisconsin.

sent to First Natl Bank Boston

2280/RJC

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on
reverse side of page 4 before completing

PARTIES

Debtor name (last name first if individual) and mailing address:
CHRIS T. STAPLES
13 NORTH GAIL MD 20707 1
LAUREL

Debtor name (last name first if individual) and mailing address:
DONALD E. JOHNSON
13 NORTH GAIL MD 20707 1a
LAUREL

Debtor name (last name first if individual) and mailing address:
1b

Filing No. (stamped by filing officer): **548 331**
Date, Time, Filing Office (stamped by filing officer): **279195** 5

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
BRYANT & BRYANT
3262 SUPERIOR LANE #245 MD 20715 2
BOWIE

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER VA 22192 2a
WOODBIDGE

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility. 3

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and is to be filed with the (check applicable box):
 Secretary of the Commonwealth. County _____
 Prothonotary of _____ County _____
 real estate records of _____ 6
Number of Additional Sheets (if any) 7
Optional Special Identification (Max. 10 characters) 8

COLLATERAL

Identify collateral by item and/or type:
1988 **14 X 60 SERIAL# Q1228160** AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered. 9

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):
a. crops growing or to be grown on
b. goods which are or are to become fixtures on
c. minerals or the like (including oil and gas) as extracted on
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on
the following real estate:
Street Address _____
Described at Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record): 10

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):
a. acquired after a change of name, identity or corporate structure of the Debtor
b. as to which the filing has lapsed
c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county
d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania
 when the Debtor's location was moved to Pennsylvania
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):
BRYANT & BRYANT
William M Bryant President 4

DEBTOR SIGNATURE(S)

Debtor Signature(s):
1 **CHRIS T. STAPLES** x *Choussy T Staple*
1a **DONALD E. JOHNSON** x *Don Johnson*
1b

RETURN RECEIPT TO:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER VA 22192
WOODBIDGE
Mail to

12-

548 332

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 MATURITY DATE
(If Any) 16 JUN 88
FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)
KIVA INC.
1141 OLD ANNAP. BLVD.
ARNOLD MD 21012
150021892 AC

2 SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

4 This statement refers to original Financing Statement bearing File No. 262321
BK 499 PG 57
Filed with ANNE ARUNDEL MD Date Filed 16 JUN 88

- 5 CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.



RECORDED
INDEXED
JUN 17 1988

10
Number of Additional Deeds Presented 10 NOV 89

TO
CLERK OF CIRCUIT COURT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

JOHN DEERE COMPANY

By _____
(Signature of Debtor) (Necessary only if item 8 is applicable)

By D. J. Walters Director, Installment Finance For
(Signature(s) of Secured Party(ies))

- JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
- JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

1050

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279196

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ Lessee:

THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

Name WASHRITE

Address P.O. Box 180, Shady Side, MD 20764

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

Mail to

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Return stamped #15 To

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(2) Landa Pressure Washers #PGHW4-2000

S/N PO889-4274

S/N PO989-4313

Name and address of Assignee
First Pennsylvania Bank
1500 Market Street
Philadelphia, PA 19101



CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Edward Walters
Edward Walters - Owner
WASHRITE

Type or Print Above Signature on Above Line

Sandy Haggerty Asst. Secy.
(Signature of Secured Party)

Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

1150

548 334

279197

AA Ca

FINANCING STATEMENT

File No.

This Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code. RETURN TO SECURED PARTY.

<p>1. DEBTOR(S) and Address(es)</p> <p>Chesapeake Wood Products, Inc. 7443 Shipley Avenue Hanover, Maryland 21076</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND 210 Guilford Avenue Baltimore, Maryland 21202 Attn: Commercial Finance Division Daniel S. Tritsch, T0503</p>
---	--

Mail to

3. This Financing Statement covers the following types (or items) of property ("Collateral"). All of the property described in subparagraphs A through C below unless one or more boxes are marked; if one or more boxes are marked, "Collateral" includes only the property described next to the box or boxes marked.

A. All of Debtor's present and future accounts, contract rights, receivables, instruments, documents, chattel paper and general intangibles, all rights to the payment of money due or to become due to Debtor for any reason whatsoever, and all right and interest of Debtor in and to all goods returned or repossessed or stopped in transit, the sale, lease or other provision of which gave rise to an account and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

B. All of Debtor's present and after-acquired inventory, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale, lease or other provision to customers of Debtor or used, useable or consumed in the course of Debtor's business, all property and devices in or on which any of the foregoing is stored or maintained, whether in the possession and control of Debtor or of a third party for the account of Debtor and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.



C. Other:

4. Proceeds (including insurance proceeds) and products of Collateral are also covered hereunder.

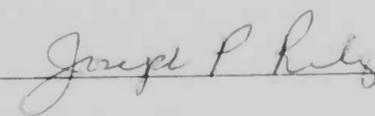
5. This transaction (is) ~~(is not)~~ exempt from the recordation tax. (Md.) Principal amount of debt initially incurred is: \$ N/A

DEBTOR:

SECURED PARTY:

Chesapeake Wood Products, Inc.
(Type Name)

By  AVP

By: 

Daniel S. Tritsch, AVP
(Type or print name and title)

Joseph P. Riley, President
(Type or print name and title)

11/9/89
(Date signed by Debtor)

INSTRUCTIONS: Sign in ink. Type or print other information in ink. Margins are for use of Filing Officer only.

11

Anne Arundel Cty

STATE OF MARYLAND

548 335

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279198

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

equipment lease does not create a security interest. This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nationwide Mutual Insurance Company
Address One Nationwide Plaza, Columbus, Ohio 43216

2. SECURED PARTY

Name The Huntington Leasing Company
Address 41 South High Street Columbus, Ohio 43287

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

Name and address of Assignee

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

(Sch 34)

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

563480 6638 MR

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

NATIONWIDE MUTUAL INSURANCE COMPANY

(Signature of Debtor)

Jeffrey Bauer, Manager

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE HUNTINGTON LEASING COMPANY

(Signature of Secured Party)

Laurence L. Duncan. A.V.P.

Type or Print Above Signature on Above Line

11/50

545 336

NATIONWIDE MUTUAL INSURANCE COMPANY

EXHIBIT "A"

Lease No. 89111 Schedule No. 34

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5202	408969	TY01	TYPEWRITER	875.59

EQUIPMENT LOCATION:
6910 YORK ROAD
BALTIMORE (BALTIMORE) MARYLAND
TAX DISTRICT 20 0003

5200	409009	TY01	TYPEWRITER	875.59
	409008	TY01	TYPEWRITER	875.59
			TOTAL	\$1751.18

EQUIPMENT LOCATION:
2500 RIVA ROAD
ANNAPOLIS (ANNE ARUNDEL) MARYLAND
TAX DISTRICT 20 0002

5245	408975	FAX3	FAX MACHINE	2033.50
------	--------	------	-------------	---------

EQUIPMENT LOCATION:
10361 SOUTHERN BLVD
DUNKIRK (CALVERT) MARYLAND
TAX DISTRICT 20 0004

Mail to *Let's Document Services*

FINANCING STATEMENT FORM UCC-1

Identifying File No. 01564

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 6887.00

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Odentown Video Inc.
Address 1123 Anapolis Rd. Odentown, MD 21113

2. SECURED PARTY FIRST INTERSTATE CREDIT ALLIANCE, INC.

Name
Address 100 Dutch Hill Road Suite 124 Orangeburg, NY 10962

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All Goods, Chattels, Machinery, Equipment, Inventory, Accounts, Challeng Paper, Notes, Contract Rights, Receivables, Accounts Receivables, General Intangibles, Furniture, Fixtures and Property of Every Kind and Nature, Wherever Located, Now or Hereafter Belonging to Debtor or in Which Debtor Has Any Interest and Any and All Proceeds Thereof as Described in Attached Entire Agreement and/or in Any Schedule Prepared in Connection Therewith. This Form and/or The Attached Security Agreement and/or Schedule Being Submitted for Filing as a Financing Statement.

TAX: \$49.00
ANN ARUNDEL COUNTY

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(SEE ATTACHED)
(Signature of Debtor)

Type or Print Above Name on Above Line
(Signature of Debtor)

Type or Print Above Signature on Above Line

(SEE ATTACHED)
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1750



First Interstate Credit Alliance, Inc.
 Affiliate of First Interstate Bancorp

(the "LESSOR")

- 9400 S W Barnes Road Suite 200 Portland Oregon 97225-6655
- 100 Dutch Hill Road Orangeburg, New York 10962 (914) 365-1095

(503) 297-1408
 (800) 289-0001
 (800) 835-2530

LOG NUMBER 4585

LEASE NUMBER

041-01564-5

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

ODENTOWN VIDEO
 1127 ANAPOLIS RD
 ODENTOWN MD 21113

SUPPLIER OF EQUIPMENT (Complete Address)

ACORN MICRO SYSTEMS
 429 FRANKLIN ST
 BUFFALO NY 14202

548 PAGE 338

NAME AND TITLE OF PERSON TO CONTACT:

WILLIAM GRIMES

EQUIPMENT LEASED

QUANTITY	DESCRIPTION: MODEL NO., CATALOG NO., OR OTHER IDENTIFICATION
1	WYSE COMPUTER MODEL # 2112-40



LOCATION OF EQUIPMENT (IF DIFFERENT THAN LESSEE'S ADDRESS ABOVE): STREET ADDRESS, CITY, COUNTY, STATE, ZIP

ANNE ARUNDEL

FOR INITIAL TERM OF THIS LEASE					AFTER INITIAL TERM
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
244.00	30	5784.00	30	244.00	
<small>(PLUS SALES TAX, IF APPLICABLE)</small>		<small>(PLUS SALES TAX, IF APPLICABLE)</small>		<small>(EXCLUSIVE OF SALES TAX)</small>	<small>PAYABLE ANNUALLY IN ADVANCE (PLUS SALES TAX)</small>

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent, service charges, and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its term shall continue on the same date of each successive month thereafter until the Total Rent, service charges, and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease. THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: ORANGETOWN, N.Y.	LESSEE (FULL LEGAL NAME) ODENTOWN VIDEO 1127 ANAPOLIS RD ODENTOWN MD 21113	DATE EXECUTED BY LESSEE 5/09/89
DATE: 5/11/89	BY: <i>William D. Grimes</i> WILLIAM GRIMES AUTHORIZED SIGNATURE PRES TITLE	
LESSOR: First Interstate Credit Alliance, Inc.	BY: <i>Barbara Bugg</i> BARBARA BUGG VICE PRESIDENT	

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of equipment, whether or not such constitutes and election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

William D. Grimes (L.S.) _____ (L.S.)
 (Guarantor) (Guarantor)

 (L.S.) (L.S.)
 (Guarantor) (Guarantor)

LEASE COPY

address set forth herein for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may, notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanics and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. At all times hereunder, Lessee shall have the right to prepay its obligations hereunder in full and acquire Lessor's interest in the equipment upon at least 30 days prior written notice to Lessor, specifying the proposed date of prepayment on which date the Prepayment Amount will be paid. The Prepayment Amount shall be the sum of the following as of the date specified in the notice: (i) all amounts then due and payable by Lessee to Lessor under this lease, (ii) an amount equal to twenty percent (20%) of the Actual Cost of the equipment, (iii) the unpaid balance of the Total Rent for the term of this lease, discounted to its then Present Value (defined below), (iv) any ITC indemnification (as defined below) attributable to the equipment and (v) late charges on any and all amounts from the date such amount was to have been paid to the date Lessor receives the payment. Upon Lessor's receipt of the Prepayment Amount, Lessee shall be entitled to whatever interest Lessor may then have in the equipment in its then condition and location, without warranty, express or implied. The parties hereto agree that the sum of the amounts provided in (ii), (iii) and (iv) above equals the Fair Value of the equipment as at the date utilized for the purposes of said calculation. "Present Value" as used herein, means the present (at the date used in the computation) worth of the series of rent payments then due in the future (e.g. 24 monthly installments of rent at \$100 each would have a Present Value of \$2124.34 using a discount rate of 12%). For purposes of discounting any rent under this lease to its Present Value (for the purpose of this paragraph and any other provision referring hereto) the rate to be used for such discounting purpose shall be the rate announced by First Interstate Bancorp as its 30-day commercial paper rate in effect on the day this lease is accepted by Lessor. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair or (b) pay Lessor in cash the then Fair Value of the equipment. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, express or implied.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder with less payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided, or if Lessee fails to perform any other provision hereof within (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, (any one or more of the foregoing being a default hereunder) then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of the then Fair Value of the equipment and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment, or (ii) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment), or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-lease value of the equipment, as determined by Lessor for the unexpired initial term hereof to the then Fair Value of the equipment), Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder plus said reasonable attorneys' fees; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereto agree that any public sale will be deemed commercially reasonable if notice thereof be mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof be mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Lessor, being a lessor of equipment and in light of Lessee's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but may sell its interest therein on an "as-is", "where-is" basis. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE, LESSOR OR ANY PERSON CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH OR UNDER THEM.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one Lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. **As part of the consideration for each of the parties to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each such party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or its last known address by certified mail, within three days of such service having been effected. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor's principal place of business is located) for all actions, proceedings, claims, counterclaims or crossclaims arising directly or indirectly in connection with, out of, or related to this Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they or any of them may have to transfer or change the venue of any litigation brought in accordance herewith.** If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provisions hereof in one instance shall not constitute a waiver as to any other instance.

548 REC-339

First Interstate Credit Alliance, Inc.
100 Dutch Hill Rd. Suite 124
Orangeburg, NY 10962

BOOK 548 PAGE 340

Re: Equipment Lease Agreement Dated
between ODENTON VIDEO , as Lessee.
and FIRST INTERSTATE CREDIT ALLIANCE, INC. , as Lessor.

and all other documents given in conjunction therewith.

Gentlemen:

We hereby authorize you to correct NAME
on the captioned Equipment Lease Agreement to read:

ODENTON VIDEO INC.

The effect of this revision shall be the same as if the Equipment Lease Agreement
had been correct originally and in all other respects, all of the terms and
conditions of the captioned Equipment Lease Agreement shall remain in full force
and effect.

Very Truly Yours,

Man to First Interstate
Credit Alliance Inc. By: _____
WILLIAM GRIMES

279269

BOOK 548 PAGE 341

4 <input checked="" type="checkbox"/> Filled for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) Olson, Michael J. Olson, Maria A. 903 Pine Trail Arnold, Maryland 21012	2 Secured Party(ies) and address(es) Digital Employee Federal Credit Union 141 Parker St., P.O. Box 130, PK05 Maynard, Ma. 01754-0130	3 For Filing Officer (Date, Time, Number, and Filing Office)

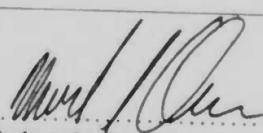
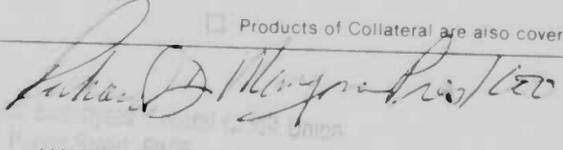
7 This financing statement covers the following types (or items) of property

New Septic System

BOOK 3521 page 466

Convey to Michael J. Olson and Maria A. Olson

9902

Whichever is Applicable (See Instruction Number 9)	 Michael J. Olson Signature(s) of Debtor (Or Assignor)	<input type="checkbox"/> Products of Collateral are also covered  Maria A. Olson Signature(s) of Secured Party (Or Assignee)
--	---	--

Filing Officer Copy - Alphabetical
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Rev. Jan 1970

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 276828 recorded in Liber 539 Folio 431 on 4/6/89 at Anne Arundel County

1. DEBTOR(S) Credit Collection Bureau Corporation
 ADDRESS(ES) 700 Evelyn Avenue, Suite 200
Linthicum, Maryland 21090

2. SECURED PARTY, MARYLAND NATIONAL BANK, ATTENTION Lynn Amos
 ADDRESS: MAILSTOP 500-270 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above) _____

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 a. Not subject to Recordation Tax.
 b. Subject to Recordation Tax on an initial debt in the principal amount of \$ 45,000.00. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Add additional collateral: Furniture, Fixtures and Equipment

C.B. 11/11

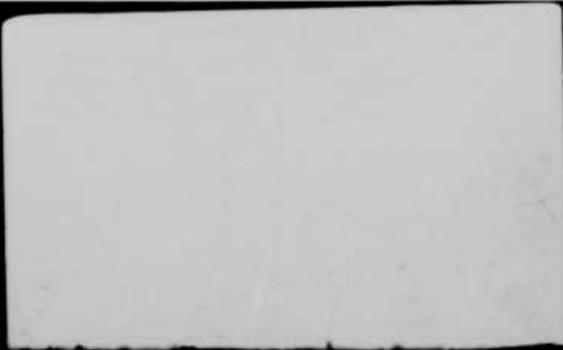
Credit Collection Bureau Corporation now known as
 DEBTOR(S) Receivables Management Corporation SECURED PARTY: Maryland National Bank
 BY Harold J. Johnson, Jr., President (SEAL) BY Deborah N. Wicker (SEAL)
 BY Christopher G. Wunder, Vice President (SEAL) Deborah N. Wicker, Commercial Service Officer
Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

1/KN

Mail To:
 Maryland National Bank
 Attn: AARU
 1713 West Street
 Annapolis, MD

Mail to



548-343

not used

11-20-89

548 344

279200

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bodacious Co., d/b/a Annapolis Post Box
Address 3 Church Circle, Annapolis, MD 21401

2. SECURED PARTY

Name Bell & Howell Acceptance Corporation (seller)
Address 5215 Old Orchard Road Skokie, IL 60077

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) Cheshire 596 Base SN # 28205
- (1) Cheshire 569 Head (1') SN # 29595
- (1) 6' Conveyor SN# 27213

"Not subject to recordation tax. This filing is to perfect a security interest retained by the seller of collateral to secure all of its price."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jack Ellis Pres
(Signature of Debtor) Jack Ellis, President
Bodacious Co., d/b/a Annapolis Post Box
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Laura Kulbersh
(Signature of Secured Party) Laura Kulbersh
Bell & Howell Acceptance Corporation
Type or Print Above Signature on Above Line

1250

Mau n Bell & Howell Acceptance Corp.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

279201

1. ~~DEBTOR~~ Lessee

Name Mercantile-Safe Deposit & Trust Company
Address 742 Old Hammonds Ferry Road, Linthicum, MD 21090

2. ~~SECURED PARTY~~ Lessor

Name CIS Corporation
Address One CIS Parkway, P.O. Box 4785

Syracuse, NY 13221-4785
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1. Equipment located and described as per Attachment A: and the proceeds thereof.

2. This UCC-1 is filed as a precaution and as a public notice that Lessor owns the equipment listed and has leased same to Mercantile-Safe Deposit & Trust Company pursuant to Equipment Schedule Ref. No. 107469L dated October 13, 1989 to Master Lease dated May 14, 1985.

Name and address of Assignee


CHECK THE LINES WHICH APPLY

CIS 1834

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

LARRY W BLOOM
Larry W Bloom
(Signature of ~~Debtor~~ Lessee)

MERCANTILE-SAFE DEPOSIT & TRUST COMPANY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

* EXEMPT FROM Maryland
DOCUMENTARY STAMP TAX
SEE #2.

Robin C. Dowler
Robin C. Dowler
(Signature of ~~Secured Party~~ Lessor)

CIS CORPORATION

Type or Print Above Signature on Above Line

11-50

LESSEE: Mercantile-Safe Deposit & Trust
Company

REF. # 107469L

EQUIPMENT:

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>MACHINE</u>	<u>MODEL/ FEATURE</u>	<u>SERIAL NUMBER</u>
1	IBM	3725	001/4911 (feature only)	051011

CIS Corp

Mail to

EQUIPMENT LOCATION:

742 Old Hammonds Ferry Road
Linthicum, MD 21090

PARTIES

Debtor name (last name first if individual) and mailing address:
JOHNSON TAMMY H.
367 PINDELL RD. LOT #220
LOTHIAN MD 20711

Debtor name (last name first if individual) and mailing address:
367 PINDELL RD. LOT #220
LOTHIAN MD 20711

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
CHESAPEAKE MH OF LAUREL, MD
10039 N. SECOND AVENUE
LAUREL, MD 20707

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBRIDGE, VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):
a. acquired after a change of name, identity or corporate structure of the Debtor.
b. as to which the filing has lapsed.
c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

CHESAPEAKE MH OF LAUREL, MD
Doreen L. Rubenstein, Agent

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer) **548 REC 347** Date, Time, Filing Office (stamped by filing officer) **279202**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth
 Prothonotary of **3** County
 real estate records of _____ County

Number of Additional Sheets (if any): **6**
Optional Special Identification (Max. 10 characters): **7**

COLLATERAL

Identify collateral by item and/or type:
1990 IMPERIAL SERIAL # 903255AB AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THEREON INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(K) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):
a. crops growing or to be grown on
b. goods which are or are to become fixtures on
c. minerals or the like (including oil and gas) as extracted on
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on
the following real estate:
Street Address:
Described at Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet
Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):
1 JOHNSON TAMMY H. *Tammy M. Johnson*
1a
1b

RETURN RECEIPT TO:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBRIDGE, VA 22192

Mail to

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 506
Identification No. 265232

Page No. 191
Dated December 16, 1986

1. Debtor(s) { Curtis W. Shump & Donald Shump
Name or Names—Print or Type
104 Herbert Court Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

MAIL TO:

2 Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated: October 27, 1989

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

13.56

CROSS INDEXED IN LEAD RECORDS

BOOK 548 PAGE 349

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 506
Identification No. 265228

Page No. 187
Dated December 16, 1986

1. Debtor(s) { Irvin A. Pascoe & Joanne Pascoe
Name or Names—Print or Type
496 Bottesford Court Severna Park, Maryland 21146
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2 Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

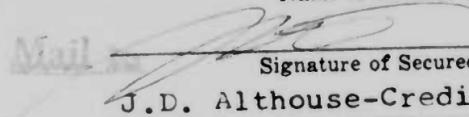
4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

TW

Dated: October 27, 1989

Sears, Roebuck and Company
Name of Secured Party

Mail 
Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

138

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ _____

FINANCING STATEMENT

COX CREEK REFINING COMPANY

1. Debtor(s):

Name or Names—Print or Type
 1000 KEMBO ROAD, BALTO., MD 21226

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

METALLGESHELLSCHAFT AG

Name or Names—Print or Type
 POSTFACH 10 1501 REUTERWEG 14

Address—Street No., City - County State Zip Code

D-6000 FRANKFURT AM MAIN 1, GERMANY

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHED EXHIBIT "1".

4. If above described personal property is to be affixed to real property, describe real property.

N.A.

5. If collateral is crops, describe real estate.

N.A.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Gary Miller 11/16/89
 (Signature of Debtor)
 COX CREEK REFINING COMPANY
 BY GARY A. MILLER, V.P. OF FINANCE
 Type or Print

SECURED PARTY:

METALLGESHELLSCHAFT, AG
 (Company, if applicable)
[Signature]
 (Signature of Secured Party)
 SENIOR VICE PRESIDENT
 Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address _____

Lucas Bros. Form F-1

11/30

EXHIBIT 548 351

EXHIBIT "1"

This filing covers 2576 metric tons of 2204.62 pounds each, dry weight, of blister copper including precious metals owned by Bailor, as well as the products of such blister copper, including the copper anodes, cathodes and continuous cast rods of such blister copper which result from the Bailee's smelting and refining of such blister copper for Bailor. All proceeds of such blister copper, including gold and silver and the resultant products, are also covered by this filing. The blister copper is being smelted and refined pursuant to the terms of a tolling agreement between Bailor and Bailee, dated as of November 10, 1989, to which reference is made for a complete description of the transactions between the Bailor and Bailee. This filing is undertaken for informational purposes only, and does not evidence an intent on the part of Bailor or Bailee to transfer title to the blister copper including gold and silver and resultant products which are the subject of the filing. All such blister copper including gold and silver and resultant products shall remain the sole property of Bailor for all purposes.

EXHIBIT "1"

Blau in Metallgesellschaft AG

STATE OF MARYLAND

548 352

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 279204

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 11-17-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Heritage Supply Co.

Address 2325 Parklawn Drive, Unit #201, Waukesha, Wisconsin 53186*

2. SECURED PARTY

Name Fidelcor Business Credit Corporation

Address 332 S. Michigan Avenue, Chicago, IL 60604

Atten: Claire Jackson

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's now owned and existing and hereafter acquired accounts, inventory, equipment, fixtures chattel paper, general intangibles, instruments, documents and other personal property, wheresoever located, together with proceeds thereof, as more fully described on Exhibit B hereto.

*See Exhibit A attached hereto for additional addresses of Debtor.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]
PRESIDENT
(Signature of Debtor)

Heritage Supply Co.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]
(Signature of Secured Party)

Fidelcor Business Credit Corporation
Type or Print Above Signature on Above Line

1340

548 353

EXHIBIT A
RIDER TO
UCC-1 FINANCING STATEMENT
between
DEBTOR: HERITAGE SUPPLY CO.
and
SECURED PARTY: FIDELCOR BUSINESS CREDIT CORPORATION

Additional Addresses of Debtor:

1821 Miami Street
South Bend, Indiana 46613

2420 Elmhurst Road
Elk Grove Village, Illinois 60007

809 North Barkwood Court
Linthicum Heights, MD 21090

548 354

EXHIBIT B
RIDER TO
UCC-1 FINANCING STATEMENT
between
DEBTOR: HERITAGE SUPPLY CO.
and
SECURED PARTY: FIDELCOR BUSINESS CREDIT CORPORATION

This financing statement covers the following types (or items) of property of the Debtor, wherever located:

(i) all present and future accounts (including, but not limited to, Debtor's interest in the goods represented by all accounts and all returned, reclaimed or repossessed goods with respect thereto), contract rights, chattel paper, general intangibles (including, but not limited to, all of Debtor's now-existing or hereafter-arising tax and duty claims and refunds, franchises, permits, customer lists, goodwill, artwork, patents, trademarks, copyrights, tradestyles, licenses or license agreements relating to the rendering of services or the manufacture of goods, and all of Debtor's now-existing or hereafter-arising interest in real and personal property), documents, instruments, monies, deposits, securities, credits and letters of credit, whether any of the foregoing is now owned or hereafter acquired by the Debtor, and all rights and remedies of Debtor under or in connection with the foregoing;

(ii) all present and future inventory, wherever located, whether now owned or hereafter acquired by Debtor, and whether in Debtor's possession or in the possession of a third party, including, but not limited to, raw materials, materials used or consumed in the Debtor's business, work in process, finished goods of whatever kind, nature and description, and all inventory which may be returned to Debtor by its customer(s), stopped in transit by Debtor, or repossessed by Debtor, and all of Debtor's right, title and interest in and to the foregoing (including all of Debtor's rights as a seller of goods);

(iii) all machinery, equipment, tools, furniture, fixtures, and all accessions and attachments to any of the foregoing, wherever located, whether now owned or hereafter acquired by Debtor, and whether in Debtor's possession or in the possession of a third party, and all of Debtor's right title and interest in and to the foregoing (including, but not limited to, Debtor's rights to acquire any of the foregoing, whether by exercise of a purchase option or otherwise);

(iv) all Debtor's books, records, equipment and computer software relating to any of the foregoing;

(v) any and all products and proceeds of the foregoing in whatever form, including, but not limited to, any claims by Debtor against third parties for loss of, damage to or destruction of any or all of the foregoing, and all insurance proceeds relating to any of the foregoing;

All terms used above which are defined in the Uniform Commercial Code shall have the meanings therein stated.

B6UCCMAN

Mau to Fidelcor

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 11-17-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Manfred Meyer and Associates, Inc.
Address 2420 Elmhurst Road, Elk Grove Village, IL 60007*

2. SECURED PARTY

Name Fidelcor Business Credit Corporation
Address 332 S. Michigan Avenue, Chicago, IL 60604

Atten: Claire Jackson
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
All of Debtor's now owned and existing and hereafter acquired accounts, inventory, equipment, fixtures, chattel paper, general intangibles, instruments, documents and other personal property, wheresoever located, together with proceeds thereof, as more fully described on Exhibit B hereto.

*See Exhibit A attached hereto for additional addresses of Debtor.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Handwritten signature of Manfred Meyer, PRESIDENT
(Signature of Debtor)

Manfred Meyer and Associates, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Claire Jackson
(Signature of Secured Party)

Fidelcor Business Credit Corporation
Type or Print Above Signature on Above Line

Handwritten initials 11/2

548 356

EXHIBIT A

UCC-1 FINANCING STATEMENT
between

DEBTOR: MANFRED MEYER AND ASSOCIATES, INC.
and

SECURED PARTY: FIDELCOR BUSINESS CREDIT CORPORATION

Additional Addresses of Debtor:

809 North Barkwood Court
Linthicum Heights, MD 21090

1821 Miami Street
South Bend, Indiana 46613

2325 Parklawn Drive, Unit #20
Waukesha, Wisconsin 53186

548 page 357

EXHIBIT B
RIDER TO
UCC-1 FINANCING STATEMENT
between
DEBTOR: MANFRED MEYER AND ASSOCIATES, INC.
and
SECURED PARTY: FIDELCOR BUSINESS CREDIT CORPORATION

This financing statement covers the following types (or items) of property of the Debtor, wherever located:

(i) all present and future accounts (including, but not limited to, Debtor's interest in the goods represented by all accounts and all returned, reclaimed or repossessed goods with respect thereto), contract rights, chattel paper, general intangibles (including, but not limited to, all of Debtor's now-existing or hereafter-arising tax and duty claims and refunds, franchises, permits, customer lists, goodwill, artwork, patents, trademarks, copyrights, tradestyles, licenses or license agreements relating to the rendering of services or the manufacture of goods, and all of Debtor's now-existing or hereafter-arising interest in real and personal property), documents, instruments, monies, deposits, securities, credits and letters of credit, whether any of the foregoing is now owned or hereafter acquired by the Debtor, and all rights and remedies of Debtor under or in connection with the foregoing;

(ii) all present and future inventory, wherever located, whether now owned or hereafter acquired by Debtor, and whether in Debtor's possession or in the possession of a third party, including, but not limited to, raw materials, materials used or consumed in the Debtor's business, work in process, finished goods of whatever kind, nature and description, and all inventory which may be returned to Debtor by its customer(s), stopped in transit by Debtor, or repossessed by Debtor, and all of Debtor's right, title and interest in and to the foregoing (including all of Debtor's rights as a seller of goods);

(iii) all machinery, equipment, tools, furniture, fixtures, and all accessions and attachments to any of the foregoing, wherever located, whether now owned or hereafter acquired by Debtor, and whether in Debtor's possession or in the possession of a third party, and all of Debtor's right title and interest in and to the foregoing (including, but not limited to, Debtor's rights to acquire any of the foregoing, whether by exercise of a purchase option or otherwise);

(iv) all Debtor's books, records, equipment and computer software relating to any of the foregoing;

(v) any and all products and proceeds of the foregoing in whatever form, including, but not limited to, any claims by Debtor against third parties for loss of, damage to or destruction of any or all of the foregoing, and all insurance proceeds relating to any of the foregoing;

All terms used above which are defined in the Uniform Commercial Code shall have the meanings therein stated.

B6UCCMAN *Mail to Fidelcor*



548 358

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 001-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 252200 recorded in
Liber 473, Folio 524 on June 1, 1984 (Date).

1. DEBTOR(S):

Name(s) Francis M. Lephew and Joyce A. Lephew
Address(es) 5149 Chalk Point Road, West River, Maryland 20881

2. SECURED PARTY:

Name Maryland Bank & Trust Company
Address 21 Shangri La Drive, Lexington Park, Maryland 20653

Person and Address to whom Statement is to be returned if different from above.
Subterranean Construction Company, Inc.
1362 Marlboro Road, Lothian, Maryland 20711

Check mark below indicates the type and kind of Statement made hereby.
(Check only one box.)

- CONTINUATION. The original Financing Statement referred to above is still effective.
 - TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
 - REASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
 - AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
 - RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8. Subterranean Construction Company, Inc.
1362 Marlboro Road
Lothian, Maryland 20711

9. SIGNATURES.

SECURED PARTY

MARYLAND BANK & TRUST COMPANY
By Mark W. Miller
Mark W. Miller, Vice President
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

548 359

10754.6.7
D-2

279206

FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL
COUNTY, MARYLAND

THE APPROPRIATE AMOUNT OF
RECORDATION TAX HAS BEEN PAID
ON A CERTAIN DEED OF TRUST
FROM DEBTOR TO TRUSTEES FOR
THE SECURED PARTY, RECORDED
IN THE LAND RECORDS OF ANNE
ARUNDEL COUNTY

This Financing Statement is presented to a Filing
Officer pursuant to the Uniform Commercial Code:

1. Debtor:

COMMUNITY DEVELOPMENT
COMPANY LIMITED PARTNERSHIP,
a Maryland limited partnership

Address:

9100 Edgeworth Drive
Capital Heights, Maryland
20743

2. Secured Party:

CONTINENTAL AMERICAN LIFE
INSURANCE COMPANY

Address:

300 Continental Drive
Newark, Delaware 19713

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitutions for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land

12

1400
30



548 360

and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in paragraph (a) above) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land; and

(c) All documents, instruments, general intangibles, chattel papers, contract rights and accounts now owned or hereafter acquired by the Debtor that are connected with or related to the land described in Exhibit A attached hereto or the improvements thereon, as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

4. The aforesaid items are included as security in a modified deed of trust, assignment by Debtor to David E. Belcher and Brent C. Shaffer, Trustees, as provided in an Agreement of Confirmation, Modification and Extension of Deed of Trust that is recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of collateral are covered hereunder.

6. The land consists of approximately 5.62 acres of land more particularly described in Exhibit A attached hereto.

Debtor:

COMMUNITY DEVELOPMENT COMPANY LIMITED
PARTNERSHIP, a Maryland limited
partnership

By: Scott Contracting Company, Inc.,
a body corporate, General Partner

By: Martin Norwitz (SEAL)
Martin Norwitz, President

Dated: November 16, 1989

To the Clerk-after recording please return to:
Brent C. Shaffer, Esquire
Semmes, Bowen & Semmes
250 W. Pratt Street
Baltimore, Maryland 21201

EXHIBIT A

BEGINNING for the same at an iron pin set in the westerly right of way line of Crain Highway, Maryland Route 3, at its point of intersection with the southerly line of a parcel of land owned by Otto E. and M.F. Fuerstenberg, formerly owned by William Schneider as recorded in Deed Liber GW 59, folio 422. Thence leaving said point of beginning and binding the westerly right of way line of Crain Highway as aforesaid and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 26°19'41" West, 267.50 feet to a cross cut in a concrete sidewalk thence leaving said cross cut and binding the northerly line of a parcel of land conveyed to Seal Tite Corporation by Deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 2496, folio 838,

(2) North 65°36'49" West, 200.00 feet to an iron pin set. Thence leaving said iron pin and binding the westerly line of land conveyed to Seal Tite Corporation as aforesaid,

(3) South 24°23'11" West, 50.00 feet to an iron pin set in the north line of a parcel of land owned by John Demyan, Jr. as recorded in Liber 2005, folio 150. Thence leaving said point and binding the north line of land of Demyan as aforesaid,

(4) North 65°36'49" West, 100.00 feet to an iron pin set in the east line of a parcel of land owned by Crain Ltd. Partnership as recorded in Deed Liber 3410, folio 363. Thence leaving said point and binding the east line of land of Crain Ltd. Partnership as aforesaid,

(5) North 24°23'11" East, 72.50 feet to an iron pipe found, thence leaving said pipe found and binding on the northerly line of land of Crain Ltd Partnership as aforesaid and the northerly line of a parcel of land owned by Anne Arundel County as recorded in Deed Liber 323, folio 137,

(6) North 65°36'49" West, 568.00 feet to an iron pin set, thence

(7) North 16°06'49" West, 65.00 feet to a point, thence

(8) North 20°53'11" East, 87.00 feet to a point, thence -

(9) North 48°53'11" East, 149.40 feet to an iron pin set at the point of intersection with the prolongation of the southerly line extended of land formerly owned by William Schneider as recorded in Liber GW 59, folio 422. Thence leaving said iron pin and binding said line extended and also binding the southerly line of land of Otto E. and M.F. Fuerstenberg as formerly owned by William Schneider as recorded in Liber GW 59, folio 422.

(10) South 63°47'47" East, 863.07 feet to the iron pipe set at the point and place of beginning and containing an area of 5.62 acres of land according to a survey prepared by C.H. Miller and Associates, Inc. and dated January 28, 1985.

Witness: Brent C. Schaffer

- () Anne Arundel County Land Records
(X) Anne Arundel County Chattel Records
() Maryland Department of Assessments and Taxation

548 362

279207

FINANCING STATEMENT

This Financing Statement is Note Subject to Recordation Tax

Dated: November 17, 1989

DEBTOR: Sadhana Corporation
a Maryland corporation

ADDRESS OF DEBTOR: 8939 River Island Drive
Savage, Maryland 20763

SECURED PARTY: MARBLE MORTGAGE CORPORATION,
a Maryland corporation

ADDRESS OF
SECURED PARTY: 4340 East-West Highway, Suite 900
Bethesda, Maryland 20814

I. This Financing Statement covers the following items of personal property:

A. All machinery, apparatus, building materials, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, other than consumable goods, of the Debtor now or at any time hereafter located, attached to or used in any way in connection with the use, operation or occupancy of the hereinafter described premises or any part thereof and any and all buildings thereon or to be erected thereon now owned or hereafter acquired by the Debtor to the full extent of Debtor's right, title, interest or equity therein, including, but without being limited to, all fixtures and chattels, including but not limited to all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, shades, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, refrigerators, ovens, disposals, dishwashers, wall beds, wall cabinets, appliances, furnaces, dynamos, motors, power equipment, mechanical equipment, engines, pipes, conduits, switchboards, lifting, cleaning, communications apparatus, escalators, partitions, ducts, compressors, elevators and elevator machinery, radiators, blinds, and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating, and sprinkling and other fire prevention or fire extinguishing equipment of whatsoever kind and nature.

B. All right, title and interest, present, future, or inchoate, of the Debtor in and to any and all leases and the rents collected thereunder now or hereafter assigned by the hereinafter described Deed of Trust to the extent that such right, title and interest constitutes personal property.

C. All awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, to the extent that the same constitutes personal property, which may be made with respect to the hereinafter described real estate or improvements now or hereafter erected thereon, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade

of any street, or (c) any other injury to or decrease in the value of the said real estate or improvements.

D. All right, title and interest, present, future or inchoate, of the Debtor in and to any and all sewer and water taps now or hereafter affecting all or any portion of the hereinafter described real estate or the improvements now or hereafter erected thereon.

II. The above-described goods, property, interest and rights are located at, or relate to, the real estate and improvements now or hereafter existing thereon, situate, lying and being in Anne Arundel County, State of Maryland and known as Boston Heights Apartments, Annapolis, Maryland, and more particularly described on Exhibit A attached hereto and made a part hereof, and being the same property described in the hereinafter described Deed of Trust (the "Premises").

III. This Financing Statement publicizes a Deed of Trust, Assignment of Leases and Rents and Security Agreement from the Debtor to G. Richard Dunnells and Richard O. Duvall, Trustees, securing a debt in the principal amount of \$1,925,000.00, which Deed of Trust is dated of even date herewith and is recorded concurrently with the filing hereof among the Land Records of Anne Arundel County, Maryland and this Financing Statement publicizes any and all covenants, benefits, agreements and rights, in addition to the above specifically mentioned, which Secured Party has, by reason of the loan made to the Debtor and evidenced by that certain Deed of Trust Promissory Note, dated of even date herewith, made by the Debtor to the order of Secured Party in the original principal amount of \$1,700,000.00, and secured by the Premises, and by that certain Deed of Trust Promissory Note, dated of even date herewith, made by Kamakoti Friends Limited Partnership to the order of Secured Party in the original principal amount of \$225,000.00, also secured by the Premises. To the extent that any terms of this Financing Statement are contrary to any express provision of said Deed of Trust, the terms of such Deed of Trust shall govern.

IV. Proceeds of the collateral are also covered.

DEBTOR:

SADIANA CORPORATION,
a Maryland corporation

By: _____

Sateesh Kumar Singh
Sateesh Kumar Singh,
its President

SECURED PARTY:

MARBLE MORTGAGE CORPORATION,
a Maryland corporation

By: _____

Eugene Ford
Printed Name: Eugene Ford
Its: Pres

)
) ss:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Sateesh Kumar Singh, personally well known (or satisfactorily proven by the oath of credible witnesses) to me to be the individual who executed the foregoing and annexed Instrument bearing date as of November 17th, 1989, who, being by me first duly sworn, did depose and state that he is the President of the party to the foregoing and annexed Instrument and that he executed and delivered the foregoing and annexed Instrument and acknowledged the same to be his free act and deed, for the uses and purposes therein contained.

WITNESS my hand and official seal this 17th day of November, 1989.

Devin L. Bryan
Notary Public

[Notarial Seal]

My Commission Expires:

July 1, 1990



WASHINGTON
DISTRICT OF COLUMBIA

)
) ss:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date EUGENE FORD, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Instrument bearing date as of November 17, 1989, who, being by me first duly sworn, did depose and state that he is the PRESIDENT of Marble Mortgage Corporation, a Maryland corporation, which entity is a party to the foregoing and annexed Instrument, and that he, being duly authorized so to do, executed said Instrument on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 17th day of November, 1989.

Dorothy C. Gettleman
Notary Public

[Notarial Seal]

My Commission Expires:

November 14, 1993

548 366

EXHIBIT A

Attached to and forming a part of that certain
Financing Statement, dated November 17, 1989,
Sadhana Corporation, Debtor,
Marble Mortgage Corporation, Secured Party

Property Description

EXHIBIT "A"

BEGINNING for the First at an iron pipe found at the beginning of the North 7 degrees 08 minutes West 407.47 foot line of a tract of land conveyed by Emanuel Klawans to Herbert Fisher by Deed dated July 10, 1964, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1772 folio 159, the said pipe and place of beginning being a point on the westerly side of a thirty foot right of way as described in a Deed of Easement dated April 8, 1966, from Herbert Fisher and Rosalind Fisher, his wife, to the Mayor and Aldermen of the City of Annapolis, Maryland as recorded in Liber 1985 folio 302, said pipe and point of beginning being further identified as point No. 7 on the aforementioned plat of Newtowne Nineteen, and running thence with the outline of the aforesaid parcel as conveyed by Emanuel Klawans to Herbert Fisher and also with the westerly side of the aforesaid right of way the following courses and distances: North 07 degrees 03 minutes 22 seconds West 411.83 feet to a point; thence North 23 degrees 39 minutes 07 seconds East 251.62 feet to a point; thence North 48 degrees 18 minutes 07 seconds East 126.00 feet to a point; thence leaving the outline of said parcel as conveyed by Klawans to Fisher and following the westerly line of a pumping station lot as shown on a City of Annapolis Utility Plat No. 24-C, South 30 degrees 07 minutes 20 seconds East 111.00 feet to a point; thence following the southerly line of said pumping station lot, North 59 degrees 52 minutes 07 seconds East 100.00 feet to a point in the center of Admiral Drive, said point being also the beginning of the South 30 degrees 01 minutes East 114.43 foot line as described in the aforementioned conveyance from Klawans to Fisher; thence along the center of Admiral Drive and with the outline of conveyance from Klawans to Fisher, South 30 degrees 07 minutes 53 seconds East 114.43 feet to a point; thence South 30 degrees 03 minutes 53 seconds East 124.20 feet to a point; thence South 39 degrees 05 minutes 16 seconds East 10.00 feet to a point; thence leaving the center of Admiral Drive and following the outline of Section One, Newtowne Nineteen, South 45 degrees 44 minutes 29 seconds West 26.31 feet to a point to be on the westerly line of dedication of Admiral Drive and identified as point No. 10 on the aforementioned plat; thence South 45 degrees 44 minutes 29 seconds West 198.82 feet to a point identified as point No. 9 on the aforementioned plat; thence South 08 degrees 31 minutes 02 seconds West 104.65 feet to a point identified as point No. 8 on the aforementioned plat; thence South 49 degrees 22 minutes 01 seconds West 310.73 feet to the point of beginning. Containing a computed area of 4.1895 acres, more or less.

Subject to a 30 foot right of way as contained in a Deed of Easement recorded among the Land Records of Anne Arundel County, Maryland in Liber 1985 folio 302 dated April 8, 1966 from Herbert Fisher and Rosalind Fisher, his wife to the Mayor and Aldermen of the City of Annapolis, Maryland.

BEING also all that parcel of land as shown on a Plat entitled, "Section Two, Newtowne Nineteen", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 37 page 7.

BEGINNING for the Second at an iron pipe found near the west side of Admiral Drive at the beginning of the North 37 degrees 10 minutes West 102.3 foot line of the whole tract containing 10.14 acres of land conveyed by James Boston and Louise Boston, his wife, to Ida Klawans by Deed dated December 18, 1923, and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.N.W. 84, folio 369, the said iron pipe and place of beginning is distant in a southeast direction 14.7 feet from a nail in a 10 inch walnut tree, and 32.47 feet in a northwest direction from a nail in a 10 inch poplar tree on the easterly side of Admiral Drive; thence running from the said beginning point so fixed and with six of the lines of said 10.14 acre tract and with the Annapolis City bearings, as established by the Annapolis Metropolitan Sewerage Commission surveys, North 41 degrees 45 minutes 53 seconds West 102.24 feet to another iron pipe found; thence North 42 degrees 49 minutes 02 seconds West 156.14 feet to another iron pipe found; thence North 25 degrees 21 minutes 20 seconds West 283.91 feet to another iron pipe found; thence North 50 degrees 10 minutes 06 seconds West 148.83 feet to another pipe found; thence North 68 degrees 34 minutes 14 seconds West 136.74 feet to another iron pipe found; thence North 84 degrees 02 minutes 57 seconds West 196.29 feet to another iron pipe found and to intersect the North 4 degrees 15 minutes West 26-1/2 perch line of the original 294 and 1/8 acre tract of land conveyed by Juliet W. Barry to Amos Finkbine by deed dated April 4, 1884 and recorded in Liber S.H. 23, folio 374; thence crossing the above mentioned conveyance to Ida Klawans, North 49 degrees 22 minutes 01 seconds East 310.73 feet, North 08 degrees 31 minutes 02 seconds East 104.65 feet and North 45 degrees 44 minutes 29 seconds East 225.13 feet to a point in the centerline of the public road known as Admiral Drive (formerly known as Cowhide Branch Road); thence following the centerline of said road as called for in the above mentioned deed, and as corrected to Annapolis Grid North, South 39 degrees 05 minutes 16 seconds East 163.54 feet to the northeasternmost corner of the conveyance from James Boston and Louise Boston, his wife to James A. Boston by deed dated August 17, 1923 and recorded in Liber W.N.W. 60 folio 407, said conveyance having more recently been conveyed by Grace Boston, widow to T. Norwood Brown by deed dated March 17, 1958, and recorded in Liber G.T.C. 1191 folio 401; thence continuing with the centerline of Cowhide Branch Road (now Admiral Drive), South 35 degrees 02 minutes East 71.66 feet South 24 degrees 20 minutes 50 seconds East 60.64 feet, South 16 degrees 42 minutes East 52.20 feet, South 05 degrees 24 minutes 50 seconds East 76.84 feet, South 03 degrees 23 minutes 20 seconds West 71.88 feet, and South 07 degrees 04 minutes 30 seconds West 53.42 feet; thence continuing with the centerline of Cowhide Branch Road, South 20 degrees 35 minutes 53 seconds East 229.87 feet, South 13 degrees 25 minutes 53 seconds East 166.02 feet and South 09 degrees 54 minutes 53 seconds East 207.16 feet, thence leaving Cowhide Branch Road South 78 degrees 44 minutes 07 seconds West 16.0 feet to the place of beginning.

BEING all that tract of land as shown on a Plat entitled, "Section One, Newtowne Nineteen", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 36 page 4.

Mail to Marble Mtg Corp

548-369

MARYLAND FINANCING STATEMENT

279208

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Keebler Company, Inc. (Name or Names) 7700 Assateague Drive, Jessup, Maryland 20794 (Address)

LESSEE (Name or Names) (Address) HSA 3643

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. 8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Heritage Savings & Loan Association (Name or Names) 1505 York Rd. Lutherville, Maryland 21093 (Address)

4. This financing Statement covers the following types (or items) of property: 1-Sharp SF8800, A-51 RADF, 452 21 Bin Sorter, D-11 Duplexing Unit, 407 Large Capacity Cassette, 1-Sharp FO220 FAX

5. Proceeds of Collateral are covered hereunder: Yes (xx) No () Products of Collateral are also covered Yes () No (xx)

LESSEE LESSOR Keebler Company, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC. By: James J. Holton (2M) (Title) By: Brian G. Connelly (Title) Manager (Type or print name of person signing) (Type or print name of person signing) Return to: (Type or print name of person signing)

221-00920

FINANCING STATEMENT

279209

- () Record among the Land Records of _____ County, Maryland
- (x) Record among the Financing Statement Records of Anne Arundel County, Maryland
- () File with the State Department of Assessments and Taxation

THIS TRANSACTION IS NOT SUBJECT TO PAYMENT OF RECORDATION TAXES

NAME OF DEBTOR: F.D.R. WASHINGTON, INC.

ADDRESS: c/o George Heaton
2425 East Commercial Blvd.
Ft. Lauderdale, Florida 33308

NAMES OF SECURED PARTIES:

CARROLLTON PROPERTIES LIMITED PARTNERSHIP, a Maryland Limited Partnership (hereinafter referred to as "Properties"), JOHN CARROLL ASSOCIATES, a Maryland General Partnership (hereinafter referred to as "Associates"), CARROLLTON ENTERPRISES LIMITED PARTNERSHIP, a Maryland Limited Partnership (hereinafter referred to as "Enterprises"), ALBERT TURNER (hereinafter referred to as "Turner"), KANGAROO LIMITED PARTNERSHIP, a Maryland Limited Partnership (hereinafter referred to as "Kangaroo"), KANGAROO ASSOCIATES, INC., a Maryland Corporation (hereinafter referred to as "Roo"), JOHN HANSON FINANCIAL SERVICES, INC., f/k/a JOHN HANSON SERVICE CORPORATION, a Maryland Corporation (hereinafter referred to as "Hanson"), (Properties, Associates, Enterprises, Turner, Kangaroo, Roo, and Hanson being hereinafter sometime collectively referred to as "Secured Party"), PLATA GRANDE OF COLUMBIA, INC., a Maryland Corporation (hereinafter referred to as "PG"), KANGAROO KATIES, INC., a Maryland Corporation (hereinafter referred to as "KK"), COLLINSON, INC., a Maryland Corporation (hereinafter referred to as "CI"), and CALVERTON RESTAURANT, INC., a Maryland Corporation (hereinafter referred to as "CR"), (PG, KK, CI and CR being hereinafter sometime collectively referred to as "Licensee or "Secured Party").

ADDRESS: 11720 Beltsville Drive
Beltsville, Maryland 20705

This Financing Statement evidences and publicizes the lien and provisions of the Security Agreement ("Agreement") executed by and between Secured Party and F.D.R. WASHINGTON, INC., a Maryland Corporation, Debtor hereunder, (hereinafter referred to as "Purchaser" or "Debtor") dated October 27, 1989, which evidences part of the security for the obligations of the Debtor.

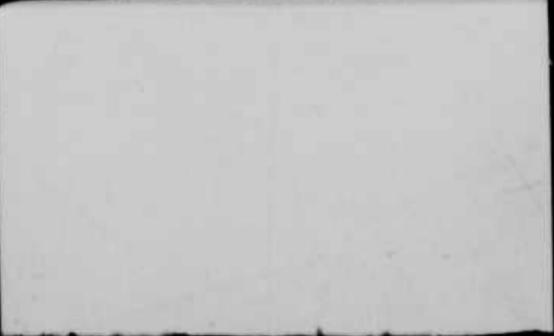
Businesses on and Collateral in which security interest is hereby granted:

1. Properties and/or Turner own certain real estate together with the improvements thereon located in Calverton, Prince George's County, Maryland and more specifically described in Schedule "A1" attached to the Agreement and made part hereof, which real property together with the improvements thereon is hereinafter referred to as the "Calverton Property";

2. Associates owns that certain leasehold interest in real estate together with the improvement thereon located in Annapolis, Anne Arundel County, Maryland and more specifically described in Schedule "A2" attached to the Agreement and made a part hereof, which leasehold interest together with the improvement thereon is hereinafter referred to as the "Annapolis Property";

3. Enterprises owns certain real estate together with the improvements thereon located in Richmond, Henrico County, Virginia and more specifically described in Schedule "A3"

17 800



attached to the Agreement and made a part hereof, which real property together with the improvements thereon is hereinafter referred to as the "Regency Property";

4. Enterprises owns certain real estate together with the improvements thereon located in Richmond, Chesterfield County, Virginia and more specifically described in Schedule "A4" attached to the Agreement and made a part hereof, which real property together with the improvements thereon is hereinafter referred to as the "Midlothian Property";

5. Kangaroo owns certain real estate together with the improvements thereon located in Greenbelt, Prince George's County, Maryland and more specifically described in Schedule "A5" attached to the Agreement and made a part hereof, which real property together with the improvements thereon is hereinafter referred to as the "Greenbelt Property";

6. Enterprises owns certain real estate together with the improvements thereon located in Columbia, Howard County, Maryland and more specifically described in Schedule "A6" attached to the Agreement and made a part hereof, which real property together with the improvements thereon is hereinafter referred to as the "Columbia Property"; (the Calverton Property, the Annapolis Property, the Regency Property, the Midlothian Property, the Greenbelt Property, and the Columbia Property being hereinafter sometimes collectively referred to as the "Real Properties"); and

WHEREAS, the Secured Party is the owner of restaurant businesses being operated upon the Real Properties as follows:

1. Properties operates a restaurant business known as Monte Carlo's (hereinafter referred to as the "Calverton Restaurant") on the Calverton Property;

2. Associates operates a restaurant business known as Plata Grande & Margarita Maggie's (hereinafter referred to as the "Annapolis Restaurant") on the Annapolis Property;

3. Enterprises operates a restaurant business known as the Regency Plata Grande & Margarita Maggie's (hereinafter referred to as the "Regency Restaurant") on the Regency Property;

4. Enterprises operates a restaurant business known as Midlothian Plata Grande & Margarita Maggie's (hereinafter referred to as the "Midlothian Restaurant") on the Midlothian Property;

5. Kangaroo operates a restaurant business known as Kangaroo Katie's (hereinafter referred to as the "Greenbelt Restaurant") on the Greenbelt Property;

6. Enterprises operates a restaurant business known as Plata Grande and Margarita Maggie's (hereinafter referred to as the "Columbia Restaurant") on the Columbia Property, (the Calverton Restaurant, the Annapolis Restaurant, the Regency Restaurant, the Midlothian Restaurant, the Greenbelt Restaurant, and the Columbia Restaurant being hereinafter sometimes collectively referred to as the "Businesses");

WHEREAS, the Licensee and Secured Party are the owners of certain alcoholic beverage licenses used in connection with the operation of the businesses as follows:

1. PG is the owner of the alcoholic beverage license used in connection with the operation of the Columbia Restaurant;

2. KK is the owner of the alcoholic beverage license used in connection with the operation of the Greenbelt Restaurant;

3. CI is the owner of the alcoholic beverage license used in connection with the operation of the Annapolis Restaurant;

4. CR is the owner of the alcoholic beverage license used in connection with the operation of the Calverton Restaurant;

5. Enterprises is the owner of the alcoholic beverage licenses used in connection with the operation of the Regency Restaurant and the Midlothian Restaurant; and

1. This Financing Statement covers the following items of property located on, in and about the referenced Businesses:

A. An indefeasible first priority security interest in the licenses, and the collateral as described in the Agreement and

548 372
herein, and proceeds thereof, of the Businesses referenced herein
Said collateral is described as follows.

i. Inventory. All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof, connected with the referenced Businesses.

ii. Accounts. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall rise to an account and all cash and non-cash proceeds and products of all such goods, connected with the referenced Businesses.

iii. General Intangibles. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof, connected with the referenced Businesses.

iv. Specific Equipment. All of the Debtor's equipment, connected with the referenced Businesses, together with all replacements thereof and substitutions therefor, and all cash and non-cash proceeds and products thereof.

2. The above described Security Agreement by and between the Debtor and Secured Party constitutes the security agreement to this secured transaction.

DEBTOR

F.D.R. WASHINGTON, INC., a
Maryland Corporation

By: 
President George Heaton

The recorded Financing Statement should be mailed to:

Edward W. Nylén, Esq.
Nylén & Gilmore, P.A.
4061 Powder Mill Rd., Suite 300
Calverton, MD 20705

AFTER RECORDING RETURN TO:
NYLEN & GILMORE, P.A.
4061 POWDER MILL ROAD SUITE 300
CALVERTON, MARYLAND 20705

All that piece, parcel or tract of land situate, lying and being in Anne Arundel County, State of Maryland and being more particularly described as follows:

BEGINNING for the same at a point in the Northwesternmost line of the right-of-way of Maryland Route 50 (John Hanson Highway) as shown on Maryland State Highway Administration Plat Number 9915; said beginning point being at the beginning of the South $73^{\circ} 45' 10''$ West 69.00 foot line of the conveyance by Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by Deed dated July 18, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber MSH-2506 at folio 505; thence leaving said beginning point so fixed and running with said right-of-way line of Maryland Route 50 and running with the lines of said conveyance and the conveyance by Annapolis Mall Shopping Center Co. to AMSC #2 Associates by Deed of Assignment dated July 15, 1974 and recorded in Liber WGL-2714 at folio 660; with meridian referred to Maryland State Grid System;

1. South $73^{\circ} 40' 39''$ West 69.00 feet
2. South $16^{\circ} 19' 21''$ East 45.00 feet, and
3. South $73^{\circ} 40' 39''$ West 281.24 feet to intersect the Northeasternmost right-of-way line of Maryland Route 450, thence leaving said Maryland Route 50 and running with said right-of-way line of Maryland Route 450
4. North $64^{\circ} 08' 53''$ West 131.10 feet, thence leaving said Maryland Route 450 and running through a part of said conveyance
5. North $25^{\circ} 51' 02''$ East 87.64 feet, thence running with a curve to the right having a radius of 451.67 feet and an arc of 119.30 feet on a chord
6. North $33^{\circ} 24' 57''$ East 118.95 feet, thence running
7. North $40^{\circ} 58' 52''$ East 73.27 feet,
8. North $49^{\circ} 01' 08''$ West 6.00 feet
9. North $40^{\circ} 58' 27''$ East 157.00 feet
10. South $49^{\circ} 01' 08''$ East 56.00 feet
11. South $40^{\circ} 58' 27''$ West 18.00 feet
12. South $49^{\circ} 01' 08''$ East 256.00 feet
13. South $16^{\circ} 19' 21''$ East 24.00 feet
14. South $73^{\circ} 40' 39''$ West 46.14 feet, and
15. South $16^{\circ} 19' 21''$ East 18.00 feet to the place of beginning, containing 2.37133 acres, more or less, as described by Dewberry and Davis, Registered Professional Land Surveyors in January, 1983.

Being a part of said conveyance by Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by Deed dated July 18, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber MSH-2506 at folio 505; said conveyance being the same as the Deed of Assignment by Annapolis Mall Shopping Center Co. to AMSC #2 Associates dated July 15, 1974 and recorded in Liber WGL-2714 at folio 660.

MAILED TO

Carrollton Properties Ltd Partnership

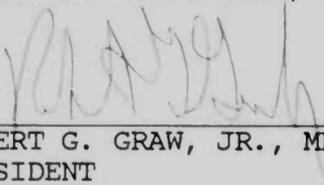
[Handwritten signature]

548 375

8. All or a portion of the property described above is located at or is to be located at 2114 Generals Highway, Annapolis, Maryland 21041.

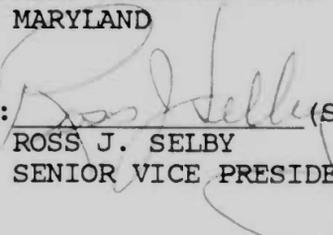
DEBTOR:

PEDIATRIC MANAGEMENT, INC.

BY:  (SEAL)
ROBERT G. GRAW, JR., MD
PRESIDENT

SECURED PARTY:

FARMERS NATIONAL BANK
OF MARYLAND

BY:  (SEAL)
ROSS J. SELBY
SENIOR VICE PRESIDENT

Address where Collateral will be located:

2114 GENERALS HIGHWAY
ANNAPOLIS, MARYLAND 21041

Mr. Clerk: Please return to: MANIS, WILKINSON, SNIDER &
GOLDSBOROUGH, CHARTERED
Pat Weiss
P.O. Box 1911
Annapolis, Maryland 21404

Mail to

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P.O. BOX 1911
ANNAPOLIS, MD 21404
(301) 283-8855

548 376

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 529

Page No. 37

Identification No. 273521

Dated June 29, 1988

1. Debtor(s) { M. J. Property
 Name or Names — Print or Type
1230 Cronson Blvd. Crofton, Md. 21114
 Address — Street No., City - County State Zip Code

2. Secured Party { First National Bank of Md.
 Name or Names — Print or Type
18 West Street Annapolis, Md. 21401
 Address — Street No., City - County State Zip Code

3. Maturity Date (if any)

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.



RECORD FEE \$1.00
 POSTAGE .50
 11-27-89
 W. D. RICH
 W. D. RICH COURT

Dated: Nov. 9, 1989

First National Bank of Md.
Trudye N. Weisberg

(Name of Secured Party)
Trudye Weisberg
(Signature of Secured Party)

Loan Accounting Executive
Type or Print (Include Title if Company)

10 00 33

Returndo:

8950009

519 377

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

89

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519

Page 565

Identification No. 270536

Dated November 6, 1987

1. Debtor(s) Chandler Point Corporation
Name or Names-Print or Type

900 Ritchie Highway, Suite 201, Severna Park, MD 21146
Address-Street No. City-County State Zip Code

2. Secured Party Provident Bank of Maryland
Name or Names-Print or Type

114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City-County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation.....() The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release.....(X) From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment.....() The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured party's right under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:.....() (Indicate whether amendment, termination, etc.)</p>
<p>Lot Number 51 as shown on the Plat entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 43 inclusive.</p>	

PROVIDENT BANK OF MARYLAND

Dated October 10, 1989

By: Alex J. Guggenheim
(Signature of Secured Party)

Alex J. Guggenheim, Vice President
Type or Print Above Name on Above Line

12.00



548 378

STATEMENT OF PARTIAL TERMINATION, RELEASE, ETC.

89S064

() TO BE RECORDED IN LAND RECORDS () TO BE RECORDED IN CHATTEL RECORDS (X) TO BE RECORDED IN DEPT. ASSESSMENTS

THIS STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

FILE NUMBER OF ORIGINAL FINANCING STATEMENT

DATE 10/26/87 RECORD REFERENCE ID # 73098099 Book 519, Page 565

NAME(S) OF DEBTOR(S) CHANDLER POINT CORPORATION 900 Ritchie Highway, Suite 1201 Severna Park, Md. 21146

NAME(S) OF SECURED PARTY(IES) PROVIDENT BANK OF MARYLAND 114 E. Lexington Street Baltimore, Md. 21202

DATE RECORD REFERENCE ID #

NAME(S) OF DEBTOR(S)

NAME(S) OF SECURED PARTY(IES)

DATE RECORD REFERENCE ID #

NAME(S) OF DEBTOR(S)

NAME(S) OF SECURED PARTY(IES)

DATE RECORD REFERENCE ID #

NAME(S) OF DEBTOR(S)

NAME(S) OF SECURED PARTY(IES)

DATE RECORD REFERENCE ID #

NAME(S) OF DEBTOR(S)

NAME(S) OF SECURED PARTY(IES)

PARTIAL RELEASE:

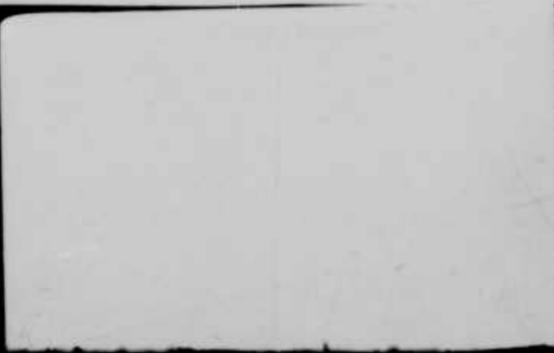
All property located on or affixed to the below described parcel of real property is released from the above-referenced Financing Statement(s); however, all other property described in the above-referenced Financing Statement(s) remain as security for the Debtors' obligations to the Secured Party(ies) and are unaffected by this Partial Release.

BEING KNOWN AND DESIGNATED as Lot Numbered Fifty (50), Plat Two, in a subdivision known as "CHANDLER POINT AT WATER OAK FOREST" duly recorded among the Land Records of Anne Arundel County in Plat Book 107, page 40.

1000
1000

Robert ...

Alvin ...
PROVIDENT BANK OF MARYLAND



LIB 548 REC 379

8905-00679

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)
COLISEUM HOTEL ASSOCIATES
2 Wisconsin Circle
Chevy Chase, Maryland

2. Secured Party(ies) and address(es)
THE BANK OF NEW YORK
1401 Franklin Avenue
Garden City, New York
11530

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 278081 Lib.544 p.120
Filed with Anne Arundel Co.c/k. Date Filed July 27 1989

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. The Sumitomo Bank, Limited
One World Trade Center, Suite 9651
New York, New York 10048

No. of additional Sheets presented

THE BANK OF NEW YORK

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

By: _____
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Retain

548 380

273212

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Yong K. & Yung J. Chung
dba K.C. Custom Cleaners
480-B Ritchie Highway
Severna Park, MD 21146

2. Secured Party(ies) and address(es)
Business Leasing Assoc., Inc.
1522 King Street
Alexandria, VA 22314

For Filing Officer (Date, Time, Number, and Filing Office)



4. This financing statement covers the following types (or items) of property:

Drycleaning Equipment - See attached Addendum

5. Assignee(s) of Secured Party and Address(es)

8908013

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Yong K. & Yung J. Chung dba K.C.
Custom Cleaners

Business Leasing Associates, Inc.
By: *[Signature]*
Charles A. White, Jr. VP, Admin

By: *[Signature]* Yong K. Chung (s) Yung J. Chung, Owners

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

548 351

Equipment Schedule "A"
Yong K. & Yung J. Chung
d/b/a K. C. Custom Cleaners

Quantity	Description
1	DCF446SE-C AJAX AUTOMATIC LEGGER W/HOLDING BOARD #70237225
1	SAF-3 AJAX FORM FINISHER #3904005
1	A CISELL PANTS TOPPER #20013
1	A CISELL SPOTTING BOARD #52219
1	CISELL PRE-SPOTTING UNIT #N/A
1	D/1LZM4C CISELL TRIPLE PUFF IRON #2075
1	D/1M CISELL SINGLE PUFF IRON #1878
1	H800 WHITE UP & DOWN CONVEYOR W/HAND SWITCH #00049
5	FLOOR SUPPORTS
1	RP-5 REMA AIR VACUUM #89777
1	5HP INGERSOLL-RAND 5 H.P. AIR COMPRESSOR #647221
1	20HP FULTON 20 H.P. GAS FIRED BOILER, 2ND GAS VALVE, BRASS PIPING, NIGHT SWITCH, DAMPER #57788
1	HT20 FULTON RETURN SYSTEM #60526
1	F20 FULTON BLOW-DOWN TANK #U-13847
1	CCW AJAX COLLAR & CUFF PRESS #31037203
1	451-C AJAX LAUNDRY PRESS SN#39236628
1	50-LB. AJAX WASHER/EXTRACTOR SN#65040019
1	DAYTON WATER HEATER
2	H5400P HI-STEAM ALL STEAM IRON SN#49-1804 #49-1805

All of the Lessor's personal property, including but not limited to all of the lessor's goods, chattels, furniture, fixtures, vehicles, equipment, good-will, supplies, inventories, stock in trade of all types kinds and other wares, all as used in the debtor's business and contained in, on and at the interior, exterior and basement of the premises at the above address or wherever located, any license, and including substituted and after acquired goods, chattels, furniture, fixtures, machinery, vehicles equipment, supplies, inventories, stock in trade and licenses that may be substituted for, added to, or incorporated in or with any of the foregoing at the said address or wherever located, including but not limited to all that is set forth hereinafter on the appendix attached hereto and incorporated herein.

All contracts for drop off laundry and dry cleaning, including all substituted and after acquired drop off laundry and dry cleaning contracts.

All accounts receivable, notes receivable, loans receivable and advance commissions, including all substituted and after acquired accounts receivable, notes receivable, loans receivable and advance commissions.

X Yong K. Chung
Yong K. Chung

X Yung J. Chung
Yung J. Chung

K.C. Custom Cleaners

13 5

548 PAGE 382

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #257274 Dated 7/10/85
Record Reference Liber#486 Page#490 to #491

2. DEBTOR is:

Name: Condor, Limited (Last Name First)
Address: 326 First St., Annapolis, Md. 21403

3. SECURED PARTY is:

Name: Union Trust Co. of Md.
Address: Baltimore & St. Paul Sts., Baltimore, Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY: Union Trust Co. of Md. Now Known As Signet Bank/Md.

Date: 11/5, 1989 By: Mary C. Stappard AVP (Title)

012-1721-0337

Please return to: The First National Bank of Maryland
18 West Street
Annapolis, Maryland 21401

150

548 125383
STATE OF MARYLAND

279213

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR Slattery, James W., Jr. and Slattery, Alice A., Individually
and as Co-Partners
Name _____
Address 360 Beagham Drive Glen Burnie, MD 21061

2. SECURED PARTY
Name White GMC Trucks of Baltimore
Address 7014E. Baltimore Street Baltimore, MD 21224
Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James W. Slattery, Jr. and Alice A. Slattery,
Individually and as Co-Partners

James W. Slattery, Jr.
(Signature of Debtor)

JAMES W. SLATTERY, JR.
Type or Print Above Name on Above Line

Alice A. Slattery
(Signature of Debtor)

ALICE A. SLATTERY
Type or Print Above Signature on Above Line

White GMC Trucks of Baltimore

Robert E. Meehan
(Signature of Secured Party)

ROBERT E. MEEHAN, PRES.
Type or Print Above Signature on Above Line

205

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

James W. Slattery, Jr. and Alice A. Slattery

TO: White GMC Trucks of Baltimore ("Seller") FROM: Individually and as Co-Partners ("Buyer")
7014E. Baltimore Street Baltimore, MD 21224 (Address of Seller) 300 Beagham Drive Glen Burnie, MD 21061 (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks): <u>One (1) 1988 White Model W1A04T Conventional Tractor, S/N 4V1WDBJF5JN601956, w/365 Cummins engine, 42" sleeper, RT14609A Transmission</u>	(1) CASH SALE PRICE	\$ 74,283.00
	(2) DOWN PAYMENT In Cash	\$ -0-
	(3) DOWN PAYMENT In Goods* (Trade-In Allowance)	\$ 22,500.00
	(4) UNPAID BALANCE [Items (1) - (2) - (3)]	\$ 51,783.00
	(5) INSURANCE and other Benefits	\$ -0-
	Types of coverage and benefits	
	(6) OFFICIAL or DOCUMENTARY FEES	\$ 150.00
	Describe and Itemize	
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 51,933.00
	(8) FINANCE CHARGE (Time Price Differential)	\$ 10,851.00
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 68,784.00	
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$ 91,284.00	

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
300 Beagham Drive (Street and Number) Glen Burnie (City) Anne Arundel (County) Maryland (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Sixty eight thousand seven hundred eighty four and 00/100 ***** Dollars (\$ 68,784.00) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 14th day of December 19 89 and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,433.00 and the final installment being in the amount of \$ 1,433.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 0% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations or agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.
 Date: November 14, 19 89

Accepted: White GMC Trucks of Baltimore (SEAL)
(Print Name of Seller Here)

By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

By: _____
(Witness as to Buyer's and Co-Maker's Signature)

BUYER(S)-MAKER(S):
James W. Slattery, Jr. and Alice A. Slattery (SEAL)
Individually and as Co-Partners
(Print Name of Buyer-Maker Here)

By: [Signature]
 Co-Buyer-Maker: JAMES W. SLATTERY, JR. (SEAL)
(Print Name of Co-Buyer-Maker Here)

By: [Signature]

This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale, applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

[Signature] (Guarantor-Endorser) (I.S.) *[Signature]* (Guarantor-Endorser) (I.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, endorsement, and Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that an actual delivery originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 By: _____ (Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (hereinafter called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 14, 1989

between White CMC Trucks of Baltimore as Seller/Lessor/Mortgagee and James W. Slattery, Jr. and Alice A. Slattery, Individually and as Co-Partners (Name) 300 Beagham Drive (Address) Glen Burnie, MD 21061

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 66,764.00. IN WITNESS WHEREOF, we have hereunto set our hand and seal this 14th day of November, 1989.

White CMC Trucks of Baltimore (Seal)
(Seller/Lessor/Mortgagee)
By: [Signature]
ROBERT E. MEEHAN, PRES.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

548 REC-387

279214

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 120,500.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel Co. in the amount of \$843.50.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. & J. Contracting, Inc.
Address 823 Fairview Ave. Linthicum Heights, MD 21090

2. SECURED PARTY

Name Orix Credit Alliance, Inc.
Address 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Three (3) Malmqvist "Hawk" Model MA500-6
High Climbers, S/N's 2396, 2397, 2398.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)
J. & J. Contracting, Inc.

James W. Goodale Pres.
(Signature of Debtor)

James W. Goodale Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

Type or Print Above Signature on Above Line

15
843.50
15

FORM 548 REV 358
STATE OF MARYLAND

279215

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Seay, Henry W., Jr.
Address P.O. Box 83, 1277 LaVall Drive Davidsonville, MD 21035

2. SECURED PARTY

Name S.M. Christhilf & Sons, Inc.
Address Timonium Road & I-83 Timonium, MD 21093
Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Henry W. Seay, Jr.
[Signature]
(Signature of Debtor)

HENRY W. SEAY JR. OWNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

S.M. Christhilf & Sons, Inc.

[Signature] VP
(Signature of Secured Party)

R. F. ARMSTRONG, VP
Type or Print Above Signature on Above Line

215

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

BOOK 548 PAGE 389

TO: S.M. Christhill & Sons, Inc. ("Seller") FROM: Henry W. Seay, Jr. ("Buyer")
Timonium Road & I-83 Timonium, MD 21093 P.O. Box 83 Davidsonville, MD 21035

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of property purchased and financial details. (1) TIME SALES PRICE \$ 53,828.40; (2) Less DOWN PAYMENT in Cash \$ 4,182.00; (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-; (4) CONTRACT PRICE (Time Balance) \$ 49,646.40

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1277 LaVall Drive Davidsonville Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty nine thousand six hundred forty six and 40/100 Dollars (\$ 49,646.40) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 15th day of December 19 89 and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,034.30 and the final installment being in the amount of \$ 1,034.30 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: November 14, 19 89 BUYER(S)-MAKER(S):
Accepted: S.M. Christhill & Sons, Inc. (SEAL) Henry W. Seay, Jr. (SEAL)
By: R.F. Armstrong VP By: [Signature] (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
(Witness as to Buyer's and Co-Maker's Signature) By:

This instrument prepared by _____

3

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fiftieth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York. Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery of the property to Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 _____ (Witness) By: _____ (Signature: Title of Officer, "Partner" or "Proprietor") }

BOOK 548 PAGE 391
ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 14, 1989

between S.M. Christhif & Sons, Inc. as Seller/Lessor/Mortgagee
and Henry W. Seay, Jr. P.O. Box 83, 1277 LaVall Drive Davidsonville, MD 21035
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 49,646.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 14th day of November, 19 89

S.M. Christhif & Sons, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: R.F. Armstrong VP

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated November 14, 19 89 between the under-
 signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	New EPOKE Traction Driven Salt Spreader	TMK-10	4308
One (1)	New EPOKE Traction Driven Salt Spreader	TK-12E	122439
One (1)	New EPOKE Traction Driven Salt Spreader	TK-12EP	122318
One (1)	New EPOKE Traction Driven Hydraulic Drive Salt Spreader	TK12-H3	121951
One (1)	Used EPOKE Traction Driven Salt Spreader	TK-12EB	121554
One (1)	Used EPOKE Traction Driven Salt Spreader W/4 speed gear box	TK-12G	121543

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

S.M. Christhlf & Sons, Inc.

By: R. Armstrong VP

Purchaser, Mortgagor or Lessee:

Henry W. Seay, Jr.

By: Henry W. Seay, Jr.

PARTIES

Debtor name (last name first if individual) and mailing address:
THOMAS R. SADLER
172 CHESAPEAKE MOBILE COURT
HANOVER MD 21076 1

Debtor name (last name first if individual) and mailing address:
KAREN SADLER
172 CHESAPEAKE MOBILE COURT
HANOVER MD 21076 1a

Debtor name (last name first if individual) and mailing address:
CHESAPEAKE MOBILE HOMES, INC.
P.O. BOX 288
MILLERSVILLE MD 21108 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192 2a

Special Provisions (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility. 3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):
a acquired after a change of name, identity or corporate structure of the Debtor
b as to which the filing has lapsed
c already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county
 when the Debtor's residence or place of business was moved to this county
d already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania
 when the Debtor's location was moved to Pennsylvania.
e which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement)

Secured Party Signature(s)
(required only if box(es) is checked above)

CHESAPEAKE MOBILE HOMES, INC.

Chris Delbeck - agent

STANDARD FORM - FORM UCC-1 (1-1-89)
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer) Date, Time, Filing Office (stamped by filing officer)

548 392
279216

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)
 Secretary of the Commonwealth
 Prothonotary of _____ County
 real estate records of _____ County

Number of Additional Sheets (if any) 7
Optional Special Identification (Max. 10 characters) 8

COLLATERAL

Identify collateral by item and/or type:
1990 FOREST PARK
14 X 70 SERIAL# 01FP23393 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered. 9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a crops growing or to be grown on -
- b goods which are or are to become fixtures on -
- c minerals or the like (including oil and gas) as extracted on -
- d accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:
Described at: Book _____ of (check one) Deeds Mortgages at Page(s) _____
for _____ County Uniform Parcel Identifier _____
 Described on Additional Sheet
Name of record owner (required only if no Debtor has an interest of record): 10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

THOMAS R. SADLER

1 X *Thomas R Sadler*

KAREN SADLER

1a *Karen Ann Sadler*

1b 11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

4 12

FILING OFFICE ORIGINAL
NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registré, Inc.
514 PIERCE ST.
P.O. BOX 218
ANDOKA, MN, 55303
(612) 421-1713

125

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

548 395

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated 11-15-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ritchie's Box & Save
Address 5005 Ritchie Hwy, Brooklyn, MD 21225

2. SECURED PARTY

Name HOBART CORPORATION
Address Executive Offices Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One (1) 1840 Scale
- One (1) 18P Printer

CONDITIONAL SALES CONTRACT
Secured Party is Seller

Annapolis # 204286

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Alice J. Grigsby Attorney in Fact
(Signature of Debtor) Alice J. Grigsby
Ritchie's Box & Save
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Janice E. Lassiter
Type or Print Above Signature on Above Line

Janice E. Lassiter

FINANCING STATEMENT

548 396

Not subject to recordation tax
 Subject to recordation tax on 85,000.00
principal amount of \$.....

1. Name of Debtor(s): Paceway Convenience Stores, Inc.
Address: 33 Hudson Street AND Muddy Creek Road & Chalk Point Road
Annapolis, MD 21401 Churchton, Maryland 20733

2. Name of Secured Party: **FIRST AMERICAN BANK OF MARYLAND**
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910
MD-B-34-2



3. This Financing Statement covers the following types (or items) of property:

- All inventory of Debtor, whether now owned or hereafter acquired.
- All equipment of Debtor, whether now owned or hereafter acquired.
- All accounts of Debtor, whether now existing or hereafter arising.
- All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired.
- Other (which may include specific items of the types of collateral described above) All Furniture and Leasehold Improvements of Debtor, whether now owned or hereafter acquired.

(_____ if necessary to describe other collateral, Supplemental List of Collateral Number _____ is attached to, and made a part of, this Security Agreement);

together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Paceway Convenience Stores, Inc.

Debtor(s):

By: J. Kent McNew
J. Kent McNew, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: David E. Klein
David E. Klein, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

115
595
50

548 397

279221

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

The North Arundel Hospital Association, Inc.
Name or Names—Print or Type
301 Hospital Drive, Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

Bresler & Reiner, Inc.
Name or Names—Print or Type
401 M Street, S.W., Washington, D.C. 20024
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property:

Certain equipment as generally described on the attached Exhibit A, including all attachments, parts, or accessories attached thereto whether now owned or hereafter acquired. The Assignee of the Secured Party has equipment invoices with complete descriptions.

ASSIGNEE OF SECURED PARTY
Citizens Bank of Maryland
14401 Sweitzer Lane
Laurel, MD 20707

4. If above described personal property is to be affixed to real property, describe real property.

- 5. If collateral is crops, describe real estate.
- 6. Proceeds of collateral are are not covered.
- 7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

The North Arundel Hospital Association, Inc.

Bresler & Reiner, Inc.

T. Wyatt Medicus
Sr. Vice President - Finance

Philip Friedman
Treasurer

T Wyatt Medicus, Sr. Vice President

Philip Friedman, Treasurer

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Thomas J. Huber, Jr., Citizens Bank of Maryland 14401 Sweitzer Lane Laurel, MD 20707

2950

NORTH ARUNDEL HOSPITAL
Capital Equipment Listing
For Budget Year Ending 6/30/90

Item Description	QTY	Unit Cost	Total Cost	Item Numb.
Typewriter	1	520	520	84
Dd4- Chair Side Arm For Conf Table	4	200	800	111
Dd4- Table Meeting W Cyl Base 48	1	1350	1350	116
Personal Computer W/Printer/Netwrk	1	2500	2500	125
Chair Std. W/Arms, Waiting Area	20	200	4000	130
Copy Machine	1	2000	2000	135
Chair Std. W/ Arms, General Seating	10	417	4170	137
Trash Cart, Budesco	1	981	981	175
Drain Cleaner	1	2500	2500	182
Renovations 3Bc	1	52500	52500	192
Defibrillator Tester	1	1500	1500	198
Four Wheel Drive Tractor	1	16000	16000	199
Incremental Replacement	30	2000	60000	201
Iv Analyzer	1	1500	1500	203
Medical Gas Sys Replac-All M/S Unit	1	12000	12000	204
Doppler Bp Detector, 3A	1	760	760	277
Lazyboy Recliner #C-90861	1	520	520	278
Patient Bed, Borg Warner 3A	1	5040	5040	279
Chairs, Nursing Chairs	4	450	1800	298
Defibrillator	1	6000	6000	299
Fluoro Beds With Scales	9	7000	63000	300
Overbed Tables	9	300	2700	301
Stretchers	1	3500	3500	303
Unit Dose Carts	1	1600	1600	304
Wheelchair	1	600	600	305
Chairs	4	417	1668	310
Chairs, Ccu Employee Lounge	2	417	834	312
Chairs, Ccu Hn Office	2	417	834	314
Chairs- Waiting Area	2	417	834	315
Chairs-Conference Room	8	225	1800	316
Chairs-Conference Room	2	229	458	317
Conference Table	1	406	406	320
Personal Computer With Printer, Hn	1	2500	2500	331
Sofa, Ccu Employee Lounge	1	794	794	336
Temporary Pacemaker	1	6000	6000	343
Portable Vcr With Monitor	1	995	995	350
Telemetry Monitor	1	4000	4000	351
Temporary Pacemaker	1	6000	6000	352
Temporary Pacemaker	1	6000	6000	353

NORTH ARUNDEL HOSPITAL
Capital Equipment Listing
For Budget Year Ending 6/30/90

Item Description	QTY	Unit Cost	Total Cost	Item Numb.
Transcutaneous O2 Modules	2	5000	10000	354
Dialysis Cycler, Icu	1	6000	6000	356
Chairs, Icu Nursing Sta	4	450	1800	362
Fluoro Beds With Scales, Icu	7	7000	49000	365
Overbed Tables, Icu	7	300	2100	366
Stretcher, Icu	1	3500	3500	367
Temporary Pacemaker	1	4000	4000	368
Wheelchair, Icu	1	600	600	370
Chairs, Icu Emp Lounge	2	417	834	373
Chairs, Icu Hn Office	2	417	834	375
Chairs, Nursing Station	4	417	1668	377
Chairs, Off/Conf Room, Icu	8	225	1800	378
Chairs, Off/Conf Room, Icu	2	417	834	379
Chairs, Icu Adn Office	2	417	834	390
Personal Computer With Printer	1	2500	2500	399
Sofa, Icu Emp Lounge	1	794	794	403
Stretcher, Icu	1	2000	2000	406
Doppler Bp Detector, 2B	1	760	760	425
Lazboy Recliner, #C-90861, 2B	1	520	520	426
Patient Bed, Borg Warner 2B	1	5040	5040	427
High-Back Chairs, #260-Fsl, 3B	27	347	9369	446
Hillrom Gerichairs, 3B	2	525	1050	447
Loveseat, #260-F20, 3B Waiting	1	565	565	448
Low-Back Chairs, #300K, 3B	14	181	2534	449
Sec. Chairs, #50-3070, 3B	2	199	398	453
Nursesta				
Side Rail Replacements 3B	27	50	1350	454
Sofa, #260-F30, 3B Waiting	1	763	763	455
Area				
Straight Chair #50-2002, 3B	2	230	460	456
Nursta				
Doppler Bp Detector, 3C	1	760	760	458
Patient Bed, Borg Warner 3B	1	5040	5040	459
Stretcher, Stryker, 3B	1	3619	3619	460
Copy Machine, 3B	1	4500	4500	469
Doppler Bp Detector, 4C	1	760	760	485
Patient Bed, Borg Warner, 4B	1	5040	5040	486
Stretcher, Stryker, 4B	1	3619	3619	487
Lazyboy Recliner #C-90861, 4B	1	560	560	492
Copy Machine, 4B	1	4500	4500	495
Video Camera, Cdu	1	1500	1500	507
Doppler Bp Detector, 6Bc	1	760	760	519
Lazboy Recliner, #C-90861, 6Bc	2	520	1040	520
Patient Bed, Borg Warner 6Bc	2	5040	10080	521
Stretcher, Stryker, 6Bc	1	3619	3619	522
Thermal Copier Transparency	1	900	900	542
Maker				

NORTH ARUNDEL HOSPITAL
Capital Equipment Listing
For Budget Year Ending 6/30/90

Item Description	QTY	Unit Cost	Total Cost	Item Numb.
Tables	8	83	664	548
Copier-Wk. Rm.	1	10000	10000	556
Credenza-Dir. Of Nurs.	1	857	857	557
Dd-10 Conference Table 48	2	1350	2700	559
Dd-10 Side Arm Chairs For 48	4	200	800	560
Dd10- Chair Swivel Arm Conf,	18	500	9000	562
Nursin	1	2500	2500	565
Dd10- Table 42X96	1	50076	50076	578
Anesthesia Delivery System, Ohmeda	1	8000	8000	579
Ekg Machine	2	3000	6000	588
Oes Lecturescope	1	14000	14000	594
Colonoscope	1	3500	3500	595
Defibrillator	1	14000	14000	596
Monitor, Hewlett Packard	2	3000	6000	597
Pulse Oximeters	1	7000	7000	598
Xenon Light Source	1	21200	21200	671
Micro Plastic Set	1	2000	2000	672
Micro Reciprocating Saw, Ortho	1	15000	15000	674
Middle Ear Treace Set	1	12700	12700	678
Ott Disinfector -				
Bronchoscopes	1	5000	5000	682
Zeiss Beam Splitter/Teacher	1	4500	4500	683
Zeiss Magnifying Loops	1	51000	51000	684
Zeiss Quadroscope W/				
Binoculars	2	4000	8000	686
Automatic Bp Machine- Opd & Local	1	4500	4500	687
Buck Walter Abd Retractor	1	11000	11000	688
Cystometric Machine, Gu	1	2000	2000	689
Or Large Orthopedic Retractor	1	1500	1500	690
Drill Irrigation/Suction Set	1	1500	1500	691
Portable Examining Light	1	2000	2000	691
Sternal Splitter (Powered)	1	4500	4500	692
Tourniquets W/ Cuffs	2	3500	7000	693
Dd5- Chair Side Arm For Mtg	4	200	800	706
Table, A				
Dd5- Chair Swivel Arm For Conf	34	200	6800	707
Tabl				
DD5- Table Mtg 48	1	1350	1350	708
Dd5- Table, Conf With Cylinder	4	2500	10000	709
Base				
Desk & Chair - Std. Desk & Task Ch.	3	1000	3000	710
Monitors W/ Bp, H & P	2	11000	22000	726
Cusa (Neuro)	1	55000	55000	763

NORTH ARUNDEL HOSPITAL
Capital Equipment Listing
For Budget Year Ending 6/30/90

Item Description	QTY	Unit Cost	Total Cost	Item Numb.
Defibrillator, Amb Surg, Rr	1	3750	3750	769
Automatic Bp Machine, Rr	1	4000	4000	778
Monitors, H/P With Resp/Bp/Icp,Rr	2	14000	28000	779
Defibrillator/Monitor W/Recorder,Rr	1	7000	7000	786
Monitors W/Bp,Resp,Icp-H.P.	1	15000	15000	788
Oxim,Rr	1	900	900	799
Fluid Transport Cart	1	1600	1600	802
Transport Cart For Unit Dose Syste	1	500	500	803
Electric Typewriter	1	500	500	805
Slide Projector (Self Contained)	1	750	750	806
Video Cassette Recorder	2	308	616	843
Chairs, Phase 2 Ns	12	80	960	877
Shelving Units-Office/Lounge	1	15000	15000	878
Ams Update-Micro	4	1000	4000	901
Immifuges-Bl. Bk	1	15000	15000	906
Refrigerator-Bl. Bk.	1	5000	5000	916
Video-Microscope Camera-Histo	1	2000	2000	917
Autopsy Camera-Histo	1	9500	9500	918
Autopsy Table-Histo	2	400	800	943
Chair Std. Managerial	10	150	1500	944
Chair Std. Secretary W/O Arms	1	12500	12500	945
Chart Fact/Chart Locator Comp. Sys.	1	975	975	953
Dd10- Table 52	1	800	800	971
Motorola Walkietalkie	2	293	586	972
Secretarial Chairs- Er	1	120000	120000	1004
Security C-Arm For Or	1	3800	3800	1005
Grid Caps	1	12000	12000	1013
Film Copier	1	22880	22880	1064
Med Rad Pressure Injector, Back-Up	1	733	733	1074
Test Phantom	13	500	6500	1103
Suction Heads, Er	2	624	1248	1112
Desk-Mental Hlth. Clin.- Er	4	318	1272	1113
Office Guest Chairs	1	1350	1350	1123
Dd4- Table 48	2	200	400	1124
Std Chairs With Arms (Fabric Cover)	4	600	2400	1163
Oxygen Analyzers	1	19000	19000	1164
Pasturmatic Cleaning Sys.	2	550	1100	1165
Wrights Resprometer (Vent Mon)				

548 4112

Page No. 5
07/20/89

NORTH ARUNDEL HOSPITAL
Capital Equipment Listing
For Budget Year Ending 6/30/90

Item Description	QTY	Unit Cost	Total Cost	Item Numb.
Bear Ii Adult/Ped Ventilators	2	15000	30000	1167
Upgrade 2D-Echo W/Color Flow	1	55000	55000	1192
2D-Echo Viewing Stations	2	3543	7086	1193
Dd7- Chair Side Arm For Table	4	200	800	1202
Dd7- Chair Swivel Conf Arm, Card. C	8	200	1600	1203
Hot Lab Survey Instruments	1	1300	1300	1220
Microdyne	1	1500	1500	1243
Mast Trousers-Adult	1	700	700	1287
Mast Trousers-Pediatric	1	700	700	1288
Portable Typewriters	2	300	600	1298
Copy Machine	1	2000	2000	1300
Printer-Ot 700	1	1667	1667	1302
Memory Upgrade, Personnel Conveyor Belt	1	325	325	1330
Jet Cooker, Nutritional Services	1	9000	9000	1331
Ice Machine, Nutritional Services	1	14000	14000	1333
Compartment Steam Coil	1	4000	4000	1334
Storage Carts, Hill Rom, Rr	1	9000	9000	1336
Monitors, He With All, Rr	1	5000	5000	1341
Port Mon-Art Pres Wave Frm,Icu	2	3600	7200	1342
Infant Positioner & Accessors, Ct	1	3500	3500	1345
Injection Chair	1	4264	4264	1358
Construct Funds For Equip	1	600	600	1360
Clean Sys	1	5000	5000	1361
LOW-BACK CHAIRS, #300K, 3C	14	181	2534	1363
U.P.S. For Blood Gas Analyzer	1	1400	1400	1364
Intubation Mannekin	1	950	950	1366
Suction Heads, Csd	44	500	22000	1371
Typewriter	1	500	500	1372
Ekg Machine, Phase Ii	1	7000	7000	1375
Non-Invasive Bp Monitor	1	5000	5000	1376
Portable Defib/Monitor, Phase Ii	1	7000	7000	1377
Copying Machine, Psych	1	3000	3000	1379
Lowback Chairs #300K, Peds	3	217	651	1385
Recliner Lazyboy #C90861	2	520	1040	1386
Chairs, Secretary, Peds	2	283	566	1387
Sofas For Lounge Area	2	857	1714	1388
#260-F30, 6Bc				
Finipress Bp Monitor, Ohmeda, Anes	2	5350	10700	1389
Patient Bed, Borg-Warner	4C 2	5040	10080	1390

NORTH ARUNDEL HOSPITAL
Capital Equipment Listing
For Budget Year Ending 6/30/90

Item Description	QTY	Unit Cost	Total Cost	Item Numb.
Stretcher, Stryker 4C	1	3619	3619	1391
Oversize Wheelchair, Remov	1	1204	1204	1392
Arms, 4C			525	1394
Hillrom Gerichair, 4C	1	525	525	1404
Suction Gauges, Intermittent, Endo	1	350	350	
Suction Gauges, Straight, Endo	7	170	1190	1405
UNIVAC SVT 1120 TERMINALS	3	1000	3000	1435
Patient Bed, Borg Warner, 3C	2	5040	10080	1449
Stretcher, Stryker, 3C	1	3619	3619	1450
Hill Rom Gerichair, 3C	1	525	525	1451
Wheelchair With Iv Pole, 3C	1	1419	1419	1452
Wheelchair, Ernest Jennings, 3C	1	1532	1532	1457
High-Back Chairs, #260-Fs1, 3C	27	347	9369	1462
Sec Chairs, #50-3070, 3C Nurse Sta	2	199	398	1465
Side Rail Replacements, 3C	27	50	1350	1466
Straight Chair #50-2002, 3C Rn Stat	2	230	460	1467
Automated Stainer, Cytology	1	8000	8000	1468
Whirlpool	1	2000	2000	1470
Nurse Call System	1	18000	18000	1472
Desk - Mental Hlth. Clin.-Er -	1	469	469	1478
Std Task Chairs With Arms	2	200	400	1479
Call Accounting System	1	16000	16000	1487
Shelving	1	4000	4000	1491
Suction Heads, Ohmeda, Rr	8	325	2600	1494
Suction Heads, Ohmeda, Rr	8	160	1280	1495
Copier - Phase II	1	4500	4500	1496
Color-Flow Doppler	1	75000	75000	2001
*** Total ***			1558901	

548 404

FILING OFFICER: Please index this Financing Statement under both names of the Debtor.

FINANCING STATEMENT

273222

TO BE RECORDED AT:

FINANCING (CHATTEL) RECORDS FOR:

✓ _____

Montgomery County, Maryland
Prince George's County, Maryland
Anne Arundel County, Maryland
State Department of Assessments and Taxation
Fairfax County, Virginia
Prince William County, Virginia
Spotsylvania County, Virginia
State Corporation Commission

Not Subject to Recordation Tax



Principal amount of debt
secured is:

\$60,000,000.00

1. NAME AND ADDRESS OF DEBTOR: THE ARTERY ORGANIZATION, INC.
and
ARTERY HOMES LIMITED PARTNERSHIP
7200 Wisconsin Avenue
Bethesda, MD 20814
(the "Debtor")
2. NAME AND ADDRESS OF SECURED PARTY: THE RIGGS NATIONAL BANK OF
WASHINGTON, D.C.
Commercial Real Estate Division
800 - 17th Street, N.W.
Washington, D.C. 20006

3. This Financing Statement covers all of the Debtor's right, title, powers, options and privileges (but not the burdens and obligations) as contract seller in and to all contracts for the sale (the "Contracts of Sale") of residential housing units to be constructed with the proceeds of the Loan secured hereby now or hereafter existing and all of the Debtor's rights in the cash and other securities posted thereunder.

4. Proceeds of the Contracts of Sale are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

135

DEBTOR:

THE ARTERY ORGANIZATION, INC.

By: Thomas J. Hall
Thomas J. Hall
Executive Vice President

ARTERY HOMES LIMITED PARTNERSHIP

By: The Artery Organization, Inc.
General Partner

By: Thomas J. Hall
Thomas J. Hall
Executive Vice President

Dated: November 6, 1989

Filing Officer: Return to:

Siobhan E. Healey
Legal Assistant
Miles & Stockbridge
10 Light Street
Suite 800
Baltimore, Maryland 21202

~~Oliver B. Kellewell, Jr., Esq.
Miles & Stockbridge
22 West Jefferson Street
Rockville, MD 20850~~

FINANCING STATEMENT FORM UCC-1

Identifying File No. 779223

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here. []

This financing statement Dated November 2, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Coast Navigation, Inc.
Address 1934 Lincoln Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name Chase Bank of Maryland - Commercial Leasing
Address 10 E. Baltimore Street, Baltimore, Maryland 21202
Attn: C. Hargett

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Mac Computer Equipment leased by Secured Party to Debtor under Lease Agreement dated November 2, 1989 as fully described on the Schedule of Leased Equipment attached hereto, insurance covering same and the proceeds of all the foregoing.

Name and address of Assignee

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

This is a lease with a purchase option

[] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Coast Navigation, Inc.

[Signature of Debtor]

CAROL L TINDALL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chase Bank of MARYLAND Maryland - Commercial Leasing

[Signature of Secured Party]

Calvin L Hargett VP.
Type or Print Above Signature on Above Line



LESSOR: Chase Bank of Maryland
 10 East Baltimore Street
 Baltimore, Maryland 21202
 301-576-8187

Page 1 of 1

BOOK 548 PAGE 407

SCHEDULE OF LEASED EQUIPMENT

Lessee Coast Navigation, Inc.

(Check as appropriate)

LEASE AGREEMENT NO. _____ DATED November 2, 19 89
 EQUIPMENT SCHEDULE NO. _____ DATED _____, 19 ____
 TO MASTER LEASE AGREEMENT NO. _____ DATED _____, 19 ____

QUANTITY	MODEL NO OR NAME	EQUIPMENT DESCRIPTION (Include Manufacturer) (If vehicle, also include Year and Body Type)	SERIAL NO OR VEHICLE ID NO	COST
1		Mac II cx Computer with 4 meg. RAM, Internal Quantum 105 Mega Byte hard drive, 1.4 MB P.C. compatible Super Floppy, Apple Standard Key board, Xerox Full Page Display monitor with video card, HP Scanjet & Scanner, Mouse, and all necessary cables.		\$ 11,106.85
1		CMS 60 Mega Byte Tape Backup unit.		
1		Pagemaker, Mac-Link Plus, 2 Phone-Net Connectors, Accutext, Super Paint, Digital Dark Room, Microsoft Office and Kensington Mac II stand and cables.		
1		Panther PDX Printer	012672	3,570.00
			TOTAL COST	\$ 14,676.85

Initialed for Lessee [Signature]

Initialed for Lessor: [Signature]

548 PAGE 408 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Filed with: Anne Arundel County

Identifying File No. 279221

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baltimore Aircoil Company, Inc.
Address 7595 Montevideo Road, Jessup, Maryland 20794

2. SECURED PARTY

Name James Madison Financial Corporation
Address 1730 M Street, N.W., Washington, D.C. 20036

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A" attached hereto and made an integral part hereof. Lessee is not authorized to dispose of leased equipment.

Name and address of Assignee

The filing of this Financing Statement is for INFORMATIONAL PURPOSES ONLY. This financing statement is filed as a matter of record and notification of a Lease between JAMES MADISON FINANCIAL CORPORATION (LESSOR) and BALTIMORE AIRCOIL COMPANY, INC. AND IS NOT INTENDED TO CREATE A SECURITY INTEREST.

Lease #8703-066-F CHECK THE LINES WHICH APPLY

5. (if collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

BALTIMORE AIRCOIL COMPANY, INC.

[Signature]
(Signature of Debtor)
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

JAMES MADISON FINANCIAL CORPORATION
[Signature]
(Signature of Secured Party)
GEORGE L. BECK
Type or Print Above Signature on Above Line

37

This is attached to and becomes part of Lease Number 8903-074-4 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY	AMOUNT
	FROM: ANNAMARC, INC. 222 SEVERN AVENUE ANNAPOLIS, MD 21403	
ONE (1)	9190A - SCANJET, 300 OPI MONOCHROME FLATBED SCANNER S/N 2737J13818	\$ 1,076.40
ONE (1)	88290A - INTERFACE KIT FOR SCANJET, FOR VECTRA OR IBM XT/AT	350.00
EIGHT (8)	D1327A ABA - VECTA ES/12 MODEL 27 PC, 20MB DRIVE VGA ADAPTER - \$2,080.00 EACH	16,640.00
NINE (9)	D1182A - VGA COLOR DISPLAY - \$485.00 EACH	4,365.00
NINE (9)	45951E - MICROSOFT MS-DOS 3.3 US VERSION ON 3.5" DISCS - \$90.00 EACH	810.00
ONE (1)	PAGEMAKER - \$509.00	509.00
NINE (9)	SS 51785 - WORDPERFECT V5.0 ON 3.5" DISCS \$249.00 EACH	2,241.00
TWO (2)	68340F 003 - LOTUS 1-2-3 ON 3.5" DISCS \$309.00 EACH	618.00
NINE (9)	REF 1 - REFLECTION 1 SOFTWARE - \$198.00 EACH	1,782.00
NINE (9)	SS 33331 - NORTON COMMANDER V2.0 - \$49.00 EACH	441.00
ONE (1)	24542D - PARALLEL PRINTER CABLE	45.00
ONE (1)	2235A - RUGGEDWRITER 480 PRINTER W/ CENTRONICS & RS-232C INTERFACE	1,186.50
ONE (1)	12235A - FONT CARTRIDGE FOR RUGGEDWRITER	105.00
ONE (1)	921565 - RIBBON CARTRIDGES FOR RUGGEDWRITER, 3 PER BOX	39.00
ONE (1)	46060A - HP MOUSE FOR USE WITH THE HP-HIL INTERFACE	105.00
ONE (1)	D1347A ABA - VECTRA ES/12 MODEL 47 PC, 3.5" DRIVE, 400MB HARD DRIVE VECTRA MODEL 27 - 2841YO3583, 2841YO3904, 2841YO1116, 2841YO3581, 2841YO1110, 2841YO3575, 2841YO3577, 284YO1112 VECTRA MODEL 47 - 2841YO5131 MONITORS - 8851J40423, 8851J40473, 8852J41134, 8852J40735, 8852J41148, 8851J40474, 8852J40712, 8851J38605, 8852J40742 RUGGEDWRITER - 2837A27050 3.5" DRIVES INSTALLED IN VECTRAS - 2851J1373, 2903J54920, 2852J51445, 2852J51539, 2852J51444, 2852J51443, 2852J51468, 2851J51380	2,420.00
ONE (1)	D1604A ABA - VECTRA RS/20 MODEL 300, 310MB ESDE HARD DISC	7,231.00
TWO (2)	D1640A - 1MB MEMORY EXPANSION KIT FOR VECTRA RS/20 - \$746.25 EACH	1,492.50

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR:

James Madison Financial Corporation

BY:

George Z. Beck, V.P.

LESSEE:

Baltimore Aircoil Company, Inc.

BY:

D. Dymally

This is attached to and becomes part of Lease Number 8903-074-4 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY	AMOUNT
ONE (1)	SAM003 - SAMSUNG MONOCHROME MONITOR	\$ 125.00
ONE (1)	FON001 - FOUNTAIN MONOCHROME ADAPTER	70.00
EIGHT (8)	D1327A ABA - VECTA ES/12 MODEL 27 PC, 20MB DRIVE, VGA ADAPTER - \$2,080.00 EACH	16,640.00
EIGHT (8)	D1182A - VGA COLOR DISPLAY - \$485.00 EACH	3,880.00
EIGHT (8)	45951E - MICROSOFT MS-DOS 3.3 US VERSION ON 3.5" DISCS - \$90.00 EACH	720.00
SEVEN (7)	SS 51785 - WORDPERFECT V5.0 ON 3.5" DISCS - \$249.00 EACH	1,743.00
SEVEN (7)	REF 1 - REFLECTION 1 SOFTWARE - \$198.00 EACH	1,386.00
SEVEN (7)	****SS 33331 - NORTON COMMANDER V2.0 - \$49.00 EACH	343.00
FIVE (5)	68340F 003 - LOTUS 1-2-3 ON 3.5" DISCS - \$309.00 EACH	1,545.00
THREE (3)	2235A - RUGGEDWRITER 480 PRINTER WITH CENTRONICS & RS-232C INTERFACE - \$1,186.50 EACH	3,559.50
TWO (2)	33440A - LASERJET II PRINTER WITH RS232/422 & CENTRONICS INT. - \$1,699.00 EACH	3,398.00
ONE (1)	33444B - 2 MB MEMORY EXPANSION FOR LASERJET SERIES II PRINTERS VECTRAS - 2841Y05668, 2841Y05711, 2841Y05706, 2903A50559, 2841Y05710, 2841Y05709, 2903A50440, 2903A50368 MONITORS - 8848J36278, 8848J35059, 8848J35085, 8851J39769, 8848J35957, 8813J01365, 8846J32410, 8848J36205 RUGGEDWRITERS - 2839A28515, 2839A28514, 2839A28516 LASERJETS - 3943A52811, 2805A86159	812.00
ONE (1)	MD 174519 - EMERALD TAPE UNIT - 2.2 GBYTE	5,106.00
ONE (1)	MD 174567 - EMSAVE SOFTWARE	509.00
TWO (2)	MD 174558 - 2.2 GB VAST CASSETTES, 5 PACK - \$220.00 EACH	440.00
ONE (1)	D1318B ABA - WINDOWS/286 3.5" VERSION	100.00
THREE (3)	12239A - SHEETFEEDER FOR RUGGEDWRITER USING 8½ X 11 INCH PAPER - \$175.00 EACH	525.00
ONE (1)	ESI 2086A - ESI 2086A SHARESPOOL	580.00
	****CREDIT GIVEN FOR SIX (6) OF THE NORTON COMMANDER V2.0 - \$49.00 EACH	(294.00)

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR:

James Madison Financial Corporation

BY:

George Z. Rush, v. p.

LESSEE:

Baltimore Aircoil Company, Inc.

BY:

D. Murray

This is attached to and becomes part of Lease Number 8903-074-4 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY	AMOUNT
TWO (2)	D1327A ABA - VECTA ES/12 MODEL 27 PC, 20MB DRIVE, VGA ADAPTER - \$1,980.00 EACH	\$ 3,960.00
TWO (2)	D1182A - VGA COLOR DISPLAY - \$485.00 EACH	970.00
TWO (2)	45951E - MICROSOFT MS-DOS 3.3 US VERSION ON 3.5" DISCS - \$80.00 EACH	160.00
TWO (2)	REF 1 - REFLECTION 1 SOFTWARE - \$198.00 EACH	396.00
TWO (2)	SS 67661 - WESTERN DIGITAL ETHERCARD PLUS/ TP NETWORKS - \$359.00 EACH	718.00
THREE (3)	NET 007 - NETWORK WORKSTATION DROP - \$150.00 EA	450.00
THREE (3)	NET 006 - NETWORK WORKSTATION INSTALLATION - \$85.00 EACH - VECTRA - 2841YO5703, 2903A50511 - MONITORS - 8809J00831, 8903J46777	255.00
ONE (1)	33440A - LASERJET II PRINTER W/ RS232/422 & CENTRONICS INT.	1,699.00
ONE (1)	D1327AABA - VECTA ES/12 MODEL 27 PC, 20MB DRIVE, VGA ADAPTER	1,980.00
ONE (1)	D1182A - VGA COLOR DISPLAY	485.00
ONE (1)	45951E - MICROSOFT MS-DOS 3.3. US VERSION ON 3.5" DISCS	80.00
ONE (1)	SS 06501 - WORD PERFECT V5.0 ADDITIONAL STATION	85.00
ONE (1)	SS 67661 - WESTERN DIGITAL ETHERCARD PLUS/ TP NETWORKS	359.00
ONE (1)	NET 006 - SYSTEM INSTALL PER WORKSTATION	85.00
ONE (1)	ABL AMON0100 - PARALLEL-CENTRONICS CABLE	00.00
ONE (1)	PAGEMAKER 3.0 33440A S/N 2851J43873, D1327A S/N 2918A57743, D1182A S/N 8907J53602	509.00
ONE (1)	2520-01 - SYNOPTICS 2510-01	1,080.00
ONE (1)	46060A - HP MOUSE FOR USE W/ THE HP-HIL INTERFACE	105.00
ONE (1)	D1318B ABA - WINDOWS/286 3.5" VERSION	100.00
ONE (1)	REF 1 - REFLECTION 1 SOFTWARE	198.00
TWO (2)	D1327A ABA - VECTA ES/12 MODEL 27 PC, 200M DRIVE, VGA ADAPTER - \$1,980.00 EACH	3,960.00
TWO (2)	D1182A - VGA COLOR DISPLAY - \$485.00 EACH	970.00
TWO (2)	45951E - MICROSOFT MS-DOS 3.3 US VERSION ON 3.5" DISCS - \$80.00	160.00
TWO (2)	68340F 003 - LOTUS 1-2-3 ON 3.5" DISCS - \$309.00 EACH	618.00
TWO (2)	REF 1 3.50 - REFLECTION 1 FOR 3½" DISCS - \$198.00 EACH	396.00

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR:

James Madison Financial Corporation

BY:

George L. Beck, v.p.

LESSEE:

Baltimore Aircoil Company, Inc.

BY:

D. Murray

This is attached to and becomes part of Lease Number 8903-074-4 between the undersigned.

548 PAGE 412

QUANTITY	DESCRIPTION OF PROPERTY	AMOUNT
THREE (3)	***SS 06501 - WORD PERFECT V5.0 ADDITIONAL STATION - \$89.00 EACH	\$ 267.00
TWO (2)	SS 33331 - NORTON COMMANDER V2.0 - \$45.00 EACH	90.00
ONE (1)	45812A - 1.2 MB FLEXIBLE DISC DRIVE FOR VECTRA PC - D1327A S/N 2841Y11968, 2920A59242, D1182A S/N 8845J30815, 8846J32696	185.00
TWO (2)	D1327A ABA - VECTA ES/12 MODEL 27 PC, 20MB DRIVE, VGA ADAPTER	3,960.00
TWO (2)	D1182A - VGA COLOR DISPLAY - \$485.00 EACH	970.00
ONE (1)	45812A - 1.2MB FLEXIBLE DISC DRIVE FOR VECTRA PC	185.00
TWO (2)	45951E - MICROSOFT MS-DOS 3.3 US VERSION ON 3.5" DISCS - \$80.00 EACH	160.00
TWO (2)	68340F 003 - LOTUS 1-2/3 ON 3.5" DISCS - \$309.00 EACH	618.00
TWO (2)	SS 33331 - NORTON COMMANDER V2.0 - \$49.00 EACH	98.00
THREE (3)	****SS 06501 - WORD PERFECT V5.0 ADDITIONAL STATION - \$89.00 EACH	267.00
TWO (2)	REF 1 3.50 - REFLECTION 1 FOR 3½" DISCS - \$198.00 EACH - D1327A S/N 2925A63820, 2925A63817, D1182A S/N 8911J60874, 8911J60900	396.00
	****CREDIT GIVEN FOR THREE (3) WORD PERFECT V5.0 ADDITIONAL STATION @ \$89.00 EACH	(267.00)
THREE (3)	SS 51785 - WORDPERFECT V5.0 ON 3.5" DISCS - \$269.00 EACH	807.00
ONE (1)	D1327A ABA - VECTA ES/12 MODEL 27 PC, 20MB DRIVE, VGA ADAPTER	1,980.00
ONE (1)	D1182A - VGA COLOR DISPLAY	485.00
ONE (1)	45951E - MICROSOFT MS-DOS 3.3 US VERSION ON 3.5" DISCS	80.00
ONE (1)	68340F 003 - LOTUS 1-2-3 ON 3.5" DISCS	309.00
ONE (1)	SS 51785 - WORDPERFECT V5.0 ON 3.5" DISCS	249.00
ONE (1)	SS33331 - NORTON COMMANDER V2.0	49.00
ONE (1)	REF 1 3.50 - REFLECTION 1 FOR 3½" DISCS D1327A S/N 2926A64458, D1182A S/N 8911J60183	198.00
ONE (1)	SS 01918 - SIDEKICK PLUS - 3.5"	150.00
	***CREDIT GIVEN FOR ONE (1) WORD PERFECT V5.0 ADDITIONAL STATION @ \$89.00 EACH	(89.00)
ONE (1)	D1327A ABA - VECTA ES/12 MODEL 27 PC, 20MB DRIVE, VGA ADAPTER	1,980.00

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR:

James Madison Financial Corporation

BY:

George L. Oak, V.P.

LESSEE:

Baltimore Aircoil Company, Inc.

BY:

R. Murray

This is attached to and becomes part of Lease Number 8903-074-4 between the undersigned.

548 PAGE 413

QUANTITY	DESCRIPTION OF PROPERTY	AMOUNT
ONE (1)	D1182A - VGA COLOR DISPLAY	\$ 485.00
ONE (1)	45812A - 1.2MB FLEXIBLE DISC DRIVE FOR VECTRA PC	192.00
ONE (1)	45951E - MICROSOFT MS-DOS 3.3 US VERSION ON 3.5" DISCS - D1327A S/N 2928A65942, D1182A S/N 8922J72144	80.00
ONE (1)	D1327A ABA - VECTA ES/12 MODEL 27 PC, 20MB DRIVE, VGA ADAPTER	1,980.00
ONE (1)	D1182A - VGA COLOR DISPLAY	485.00
ONE (1)	45951E - MICROSOFT MS-DOS 3.3 US VERSION ON 3.5" DISCS	80.00
TWO (2)	45812A - 1.2MB FLEXIBLE DISC DRIVE FOR VECTRA PC - \$185.00 EACH	370.00
ONE (1)	SS 93109 - LOTUS 1-2-3 V2.2 3.5"	331.00
<u>SUBTOTAL FROM ANNMARC</u>		<u>/ \$119,551.90/</u>

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR:
James Madison Financial Corporation

LESSEE:
Baltimore Aircoil Company, Inc.

BY: George L. Buck, v.p.

BY: [Signature]

This is attached to and becomes part of Lease Number 8903-074-4 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY	AMOUNT
	FROM: NETWORK RESOURCES, INC. 1901 N. BEAUREGARD STREET SUITE 401 ALEXANDRIA, VA 22311 NRI PROPOSAL #B011	
ONE (1)	NOVELL ADVANCED NETWARE V2.12	\$ 2,102.49
ONE (1)	ETHERNET SERVER LAN INTERFACE CARD - 386	312.00
ONE (1)	ETHERNET TWP LAN INTERFACE CARD & CABLE	409.50
ONE (1)	APC 800 RT UNINTERRUPTIBLE POWER SUPPLY	917.80
ONE (1)	HOT PRINT SPOOLER/UTILITY SOFTWARE	104.00
ONE (1)	HOT SERVER LOCAL RPINTER SHARING UTILITY	104.00
EIGHTEEN (18)	ETHERNET TWP LAN INTERFACE CARD & CABLE @ \$409.50 EACH	7,371.00
TWO (2)	SYNOPTICS #2500 WORKGROUP CONCENTRATOR	4,550.00
ONE (1)	SYNOPTICS #2510 RETIMING CONCENTRATOR	2,530.78
THIRTEEN- HUNDRED (1300)	FEET, DUAL TWISTED PAIR CABLE @ 0.51 PER FOOT	663.00
ONE (1)	CARBON COPY PLUS REMOTE DIAGNOSTICS	144.00
NINETEEN (19)	TWP CONCENTRATOR CABLE, RJ-45/RJ-45 @ 9.82 EACH	186.58
ONE (1)	ETHERNET SERVER LAN INTERFACE CARD -PS/2	429.00
	TEN PERCENT (10%) DISCOUNTED DUE TO A DISPUTE BETWEEN LESSEE AND VENDOR	(1,982.41)
	<u>SUBTOTAL FROM NETWORK RESOURCES, INC.</u>	<u>\$ 17,841.74/</u>

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR:
James Madison Financial Corporation

LESSEE:
Baltimore Aircoil Company, Inc.

BY: George L. Beck, V.P.

BY: [Signature]

This is attached to and becomes part of Lease Number 8903-074-4 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY	AMOUNT
	FROM: <u>THE APEX GROUP, INC.</u> <u>7151 COLUMBIA GATEWAY DRIVE, SUITE F</u> <u>COLUMBIA, MARYLAND 21046</u>	
ONE (1)	25 PAIR FEEDER CABLE, 160", W/PUNCH DOWN BLOCKS	\$ 270.00
FOUR (4)	LATTISNET STATION CABLES	165.00
ONE (1)	INSTALLATION OF FEEDER CABLE AND LATTISNET EQUIPMENT	875.00
	<u>SUBTOTAL FROM THE APEX GROUP, INC.</u>	<u>/\$ 1,310.00/</u>

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR:
James Madison Financial Corporation

LESSEE:
Baltimore Aircoil Company, Inc.

BY: George L. Beck, V.P.

BY: [Signature]

This is attached to and becomes part of Lease Number 8903-074-4 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY 2006 548 page 416	AMOUNT
	Subtotal from <u>AnnMarc</u>	\$119,551.90
	Subtotal from <u>Network Resources, Inc</u>	\$ 17,841.74
	Subtotal from <u>The Apex Group, Inc</u>	\$ 1,310.00
	TOTAL COST.....	<u>\$138,703.64</u>

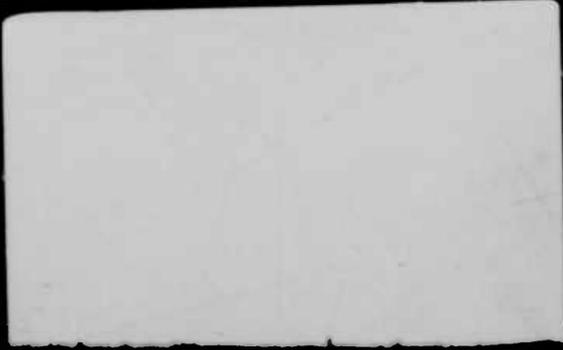
This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR:
James Madison Financial Corporation

LESSEE:
Baltimore Aircoil Company, Inc.

BY: George L. Beck, v.i.p.

BY: [Signature]



548 417

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. TSK

1 Debtor(s) (Last Name First) and address(es) SYNERGICS, INC., a general partner of Hackett Mills Hydro Assoc. Annapolis City Marina Suite 409 Annapolis, MD 21403		2 Secured Party(ies) and address(es) RHODE ISLAND HOSPITAL TRUST NATIONAL Bank One Hospital Trust Plaza Providence, RI 02903	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	--	---	---

This statement refers to original Financing Statement No. 258926 Date Filed October 22, 1985

A. Continuation <input type="checkbox"/>	B. Partial Release <input type="checkbox"/>	C. Assignment <input type="checkbox"/>	D. Other: <input checked="" type="checkbox"/> Termination
--	---	--	---

The Secured Party certifies that the Security Party no longer claims a security interest under the financing statement dated October 17, 1985, identifying file No. 258926, duly filed in the State of Maryland Circuit Court, A.A. County, in Liber 490, Page 597.

RECEIVED
OCT 23 1985
10:00
100
12/21/85

Date _____
signature of Debtor not required
By _____
Signature(s) of Debtor(s)

RHODE ISLAND HOSPITAL TRUST NATIONAL BANK
Capacity of Signer (Pres., V.P., Treas.)
By *Arthur C. Barton*
Signature(s) of Secured Party(ies)
Arthur C. Barton
Vice President
Approved by Secretary of State, STATE OF MAINE

FILING OFFICER COPY-ALPHABETICAL
MARKS PRINTING HOUSE, PORTLAND, ME. FORM U. C. C. 3

C.B. BIRD
11/21/85
11/21/85

10/21/85



RKA/10-28-89
3247M

548 418

279225

To be recorded among the
Land Records
of Anne Arundel County
in Financing Statement
Records of Anne Arundel County
in Financing Statement
Records of Baltimore County
with State Department of
Assessments and Taxation

Not subject to
recording tax:
Date: October 31, 1989

The appropriate amount of documentary stamps are affixed
to a deed of trust and security agreement recorded or to
be recorded among the Land Records of Anne Arundel County,
Maryland, and given as security for the same loan.

FINANCING STATEMENT

RECORD FEE 18.00
#515870 0717 R03 115145
11/21/89
H. ERLE SCHAFER
19 CO. CIRCUIT COURT

1. Debtor: ARUNDEL GERIATRIC AND
NURSING CENTER
LIMITED PARTNERSHIP I
Address of Debtor:
c/o Michael J. Francus
7355 Furnance Branch Road East
Glen Burnie, Maryland 21061
2. Secured Party: MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY
Address of Secured Party:
Two Hopkins Plaza
Baltimore, Maryland 21201
Attn: Stephen A. Hall,
Assistant Vice President

3. This Financing Statement covers all of the Debtor's
right, title and interest in and to

3.1. All equipment, machinery, apparatus, fix-
tures, building materials and other articles of personal
property of every kind and nature whatsoever, now or here-
after located in or upon any interest or estate in any or
all of the land which is hereinafter described (the "Land")
and used or usable in connection with any present or future
operation of the Land owned or hereafter acquired by the
Debtor, together with all alterations, additions, accesso-
ries, and improvements thereto, substitutions therefor and
renewals and replacements thereof, including, by way of
example rather than of limitation, all heating, lighting,
incinerating and power equipment, engines, pipes, tanks,
motors, conduits, switchboards, plumbing, lifting, clean-
ing, fire prevention, fire-extinguishing, refrigerating,
ventilating, and communications apparatus, recording

**Chicago Title
of Maryland**

110 St. Paul Street
Baltimore, Maryland 21202

systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, sump pumps, attached cabinets, partitions, ducts and compressors, landscaping, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon such land.

3.2. All judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Land or any part thereof, under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Land or any part thereof.

3.3. All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Land or any portion thereof, or any of the other property described in this Financing Statement, or any part thereof.

3.4. All of the rents, royalties, issues, profits, revenues, income and other benefits of the Land or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all use, licenses and leases of the Land, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and noncash) thereof; all licenses, authorizations, certificates, variances, amounts, approvals and other permits related to construction and operation of the secured property, and all construction contracts, public works agreements, bonds, deposits, construction materials, supplies, lumber, machinery and equipment; and including, without limitation, all cash or securities deposited under any of the above to secure performance by Debtor, its users,

licensees, lessees or any others of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to the trustees named therein, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Mercantile-Safe Deposit and Trust Company. The Debtor is a record owner of the Land.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that real property located in Anne Arundel County, Maryland together with all improvements thereon, which is more particularly described in the said deed of trust and security agreement, and in Exhibit A hereto.

Debtor:

ARUNDEL GERIATRIC AND NURSING
CENTER LIMITED PARTNERSHIP I, a
Maryland limited partnership

By: ARUNDEL GERIATRIC AND NURSING
CENTER, INC., General Partner

By: Joseph B. Francus (SEAL)
Dr. Joseph B. Francus,
President

Secured Party:

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY, a
Maryland banking corpo-
ration

By: Stephen A. Hall (SEAL)
Stephen A. Hall
Assistant Vice-President

TO CLERK: After this Financing Statement has been recorded,
please return to:

R. Kelvin Antill, Esquire
Frank, Bernstein, Conaway & Goldman
300 E. Lombard Street
17th Floor
Baltimore, Maryland 21202

EXHIBIT "A"

Description of the Land

All that lot of ground situate in Anne Arundel County, State of Maryland and described as follows:

BEING KNOWN AND DESIGNATED as Lot One, Residue, containing 6.944 acres, more or less, as shown on plat entitled "Subdivision Susie W. Moore Prop." which plat is recorded among the Land Records of Anne Arundel County in Plat Book 85 folio 18 and described in metes and bounds description as follows:

BEGINNING for the same at a point where the east side of Furnace Branch Road, Maryland Route 270, is intersected by the north side of Gaylor Road, a private 20 foot road, as shown on a plat entitled "SUSIE W. MOORE Prop.," recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 85, at page 18, and running from the beginning point and with the outlines of Lot 1 as shown on the aforementioned plat and with the north side of the said Gaylor Road.

(1) South 79 degrees 39 minutes 22 seconds East 531.47 feet; thence leaving said Gaylor Road and continuing with the outlines of Lot 1

(2) North 07 degrees 51 minutes 52 seconds East 326.07 feet; thence

(3) South 78 degrees 21 minutes 00 seconds East 240.93 feet; thence

(4) North 03 degrees 32 minutes 57 seconds West 19.27 feet; thence

(5) North 16 degrees 05 minutes 34 seconds East 152.14 feet; thence

(6) North 76 degrees 40 minutes 11 seconds West 779.37 feet; thence

(7) South 08 degrees 10 minutes 11 seconds East 148.50 feet; thence

(8) South 06 degrees 49 minutes 49 seconds West 230.83 feet; thence

(9) South 81 degrees 13 minutes 31 seconds West 101.29 feet to intersect the east side of Furnace Branch Road; thence with the east side of Furnace Branch Road

(10) South 08 degrees 46 minutes 29 seconds East 133.96 feet to the point of beginning, containing 6.944 acres of ground, more or less.

The improvements thereon being known as No. 7355 Furnace Branch Road.

BEING the same lot of ground which by Deed dated February 29, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3706 Folio 584 was granted and conveyed by Susie Moore Dyett to the within named Borrower.

548-422

279226

- To be recorded
- (1) in the Financing Statement Records of Anne Arundel County
- (2) in the Financing Statement Records of Prince George's County
- (3) in the Land Records of Prince George's County
- (4) with State Department of Assessments and Taxation

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TAX-PROPERTY ARTICLE, TITLE 12, ANNOTATED CODE OF MARYLAND AS AMENDED

FINANCING STATEMENT

- | | |
|--|--|
| 1. Debtor: | Address of Debtor: |
| LOVELL-REGENCY HOMES LIMITED PARTNERSHIP, a Maryland limited partnership | 102 Old Solomons Island Road
3rd Floor
Annapolis, Maryland 21401 |
| 2. Secured Party: | Address of Secured Party: |
| LARGO KNOLLS JOINT VENTURE | 9827 Central Avenue
Upper Marlboro, Maryland 20772 |

3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

18.00

POSTAGE

.50

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the Land and now owned or hereafter acquired by the Debtor,

RECORDED DATE 004 115:26

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies,

RECORDING PLEASE RETURN DOCUMENTS TO

DUNN TITLE COMPANY
2137 Defense Hwy
Crofton, MD 21114

curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.2. All of the Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments.

3.3. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.4. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.

3.5. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Real Property and any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.

3.6. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupation of any or all of the Real Property, and any

and all extensions or renewals thereof, and any and all supplements and modifications thereto.

4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of a Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor pursuant to the provisions of the Deed of Trust.

5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

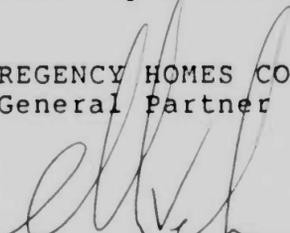
6. The Land consists of all of that land, situate and lying in Prince George's County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:

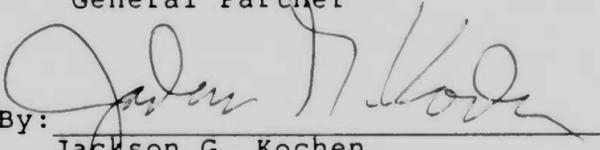
LOVELL-REGENCY HOMES LIMITED
PARTNERSHIP, a Maryland
limited partnership

By: REGENCY HOMES CORPORATION,
General Partner

Dated: November 14, 1989

By: 
Frank V. Mazza,
President

By: LOVELL HOMES (AMERICA), INC.,
General Partner

By: 
Jackson G. Kochen,
Executive Vice President

Mr. Clerk: Please return to:

Mark G. Levin, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
P.O. Box 900
Upper Marlboro, MD 20772

97/11:11/89

548 425

EXHIBIT "A"

Lots numbered Seventeen (17) and Nineteen (19) in Block lettered "J", Lots numbered One (1), Two (2) and Three (3) in Block lettered "K" and Lots numbered Two (2), Three (3) and Five (5) in Block lettered "L", in a subdivision known as "WILLOW HILLS", as per plat thereof recorded among the Land Records of Prince George's County, Maryland in Plat Book NLP 144 at Plat No. 97. (18th Election District)

AFTER PROCESSING PLEASE RETURN
DOCUMENTS TO

DUNN TELS COMPANY

137 Delancey Hwy.
Crofton, MD 21114

Mail to

FINANCING STATEMENT 279227

- File in the Financing Statement Records of Anne Arundel County
- File in the Financing Statement Records of Prince Georges County
- File in the Land Records of Prince Georges County
- File with the State Department of Assessments and Taxation

- Amount subject to Recordation Tax: \$ _____
- Not Subject to Recordation Tax

This Financing Statement evidences and publicizes the lien and provisions of a Deed of Trust and Security Agreement from Debtor for the benefit of Secured Party and recorded or intended to be recorded among the Land Records of Prince Georges County, Maryland, securing a debt in the aggregate principal amount of \$2,200,000.00 or so much thereof as may be advanced, for which instrument all required recordation taxes have been paid.

NAME OF DEBTOR: LOVELL REGENCY HOMES LIMITED PARTNERSHIP

(TW)

ADDRESS: c/o Regency Homes Corporation
102 Old Solomons Island Road
3rd Floor
Annapolis, Maryland 21401

RECORD FEE 18.00
POSTAGE .50
11/20/89 10:55 AM 115:26

NAME OF SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND

ADDRESS: 110 South Paca Street
Banc 109-900
P.O. Box 1596
Baltimore, Maryland 21203
Attn: Commercial Real Estate Division

11/21/89
H. ERLE SCHAEFER
AA CO. CIRCUIT COURT

1. This Financing Statement covers the following items of property:

A. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, fixtures and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon or in any way used in connection with the current or future utilization, enjoyment, occupation or operation of the real property described on

1300



Exhibit A attached hereto (the "Real Property"), and including all plans, specifications, contracts, deposits and all intangibles (including trade names) relating to the development of the Real Property (hereinafter collectively referred to as the "Personalty"), as well as in all substitutions, renewals and replacements thereof and in all of such items hereafter acquired and constituting after-acquired property, for so long as such items are or remain personal property and not fixtures and permanent additions to the Real Property; provided, however, that the provisions hereof shall not apply to machinery, apparatus, equipment fittings, fixtures and articles of personal property used in the business of Debtor or Debtor's lessees whether the same are annexed to the Real Property or not, unless the same are also used in the operation of any building located thereon (all of the aforementioned property is hereafter referred to collectively as the "Secured Property"); as well as all of the proceeds of the voluntary or involuntary conversion of the Secured Property or any part of the Secured Property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise, as well in all rents, profits and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property and all revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price and performance of the terms and conditions of any contract of sale for the Real Property.

B. Proceeds of the above-described collateral.

C. All contract rights of and from the herein-described property or any part thereof.

D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of the eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid Real Property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs and disbursements incurred by a secured party in connection with the collection of such award or payment.

2. The above described goods, property, interest and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon being more fully described on Exhibit A attached hereto.

548 428

DEBTOR'S SIGNATURE:

Dated: November 14, 1989

LOVELL REGENCY HOMES LIMITED
PARTNERSHIP

By: Lovell Homes (America), Inc.,
General Partner

By: Jedson D. Kula V.P.

By: Regency Homes Corporation,
General Partner

By: [Signature]

Return to: J. Michael Brennan, Esquire
Venable, Baetjer & Howard
P.O. Box 5517
Towson, Maryland 21204

FNST0393.JMB

BOOK 548 PAGE 429

Exhibit "A"

BEGINNING for the same and being known and designated as Lots numbered Seventeen (17) and Nineteen (19) in Block lettered "J", Lots One (1), Two (2), Three (3), Four (4) and Five (5), in Block lettered "K" AND Lots Two (2), Three (3) and Five (5) in Block lettered "L", as shown on the plat entitled, "WILLOW HILLS", which plat is recorded among the Land Records of Prince George's County in Plat Book NLP 144, plat 97.

89-5776

APPROPRIATELY PLEASE RETURN
DOCUMENTS TO
DUNN & CO COMPANY
2137 Defense Hwy.
Crofton MD 21114

89-042

A A CO Land Records

COMMERCIAL DIVISION
The Sentinel Title Corporation
The Charles Towson Building
1104 Kenilworth Drive, Suite 401
Towson, MD 21204

BY 548 REC-430

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265299

RECORDED IN LIBER 506 FOLIO 315 ON 12/14/86 ** (DATE)
**and Amendment recorded in Liber 521, folio 305 on 12/28/87

1. DEBTOR

Name S and S Partnership c/o Acura South
Address 10 Holsum Way, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Mercantile Safe-Deposit and Trust Company
Address PO Box 1477, Two Hopkins Plaza, Baltimore, Maryland 21203

The Sentinel Title Corporation, 1104 Kenilworth Ave, Suite 401, Towson, MD 21204
Person And Address To Whom Statement Is To Be Returned If Different From Above. Attn: D.L. Bostwick

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p>This is intended to Release both the original statement and the amended statement.</p>	

MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY

Dated 8-14-89

[Signature]
(Signature of Secured Party)

MARK S. POH/HALES, Vice Pres
Type or Print Above Name on Above Line

155

548 431

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261738
RECORDED IN LIBER 497 FOLIO 581 ON _____ (DATE)

1. DEBTOR

Name Callison & Associates Limited Partnership
C/O Atlantic Van Lines, Inc.
Address 2775 W. Wilkins Avenue, Baltimore, Md. 21223

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Co.
Two Hopkins Plaza
Address Baltimore, Md. 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> TERMINATION (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#516060 0777 R03 110:31
11/22/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated 10-30-89

Philip G. Enstice
(Signature of Secured Party)

PHILIP G. ENSTICE, VICE PRESIDENT
Type or Print Above Name on Above Line

JMB

LAW OFFICES
VENABLE, BAETJER AND HOWARD
210 ALLEGHENY AVENUE
P. O. Box 5517
TOWSON, MARYLAND 21285-5517

548 432

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252508

RECORDED IN LIBER 474 FOLIO 343 ON July 12, 1984 (DATE)

1. DEBTOR

Name Callison & Associates Limited Partnership
c/o Atlantic Van Lines, Inc.
Address 2775 W. Wilkin s Ave, Baltimore, Mdm 21223

2. SECURED PARTY

Name Mercantile Safe Deposit & Trust Co.
Two Hopkins Plaza,
Address Baltimore, Md. 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE .20
#516070 0777 R03 11/14/89
11/21/89
H. ERLE SCHASER
AA CO. CIRCUIT COURT

Dated 10-30-89

Philip G. Enstice
(Signature of Secured Party)

Philip G. Enstice, Vice President
Type or Print Above Name on Above Line

JMB

LAW OFFICES
VENABLE, BAETJER AND HOWARD
210 ALLEGHENY AVENUE
P. O. BOX 5517
TOWSON, MARYLAND 21285-5517

548 PAGE 433

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252507

RECORDED IN LIBER 474 FOLIO 337 ON July 12, 1984 (DATE)

1. DEBTOR

Name Callison & Associates Limited Partnership
c/o Atlantic Van Lines, Inc.
Address 2775 W. Wilkins Avenue, Baltimore, Md. 21223

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Company
Address Two Hopkins Plaza
Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> TERMINATION (Indicate whether amendment, termination, etc.)</p>



RECORD FEE 10.00
POSTAGE .50
#518080 C777 R03 11/13/84
11/13/84

H. LRI E SCHAFER
AA CO. CIRCUIT COURT

Dated 10-30-89

Philip G. Enstice
(Signature of Secured Party)

PHILIP G. ENSTICE, VICE PRESIDENT
Type or Print Above Name on Above Line

JMB

LAW OFFICES
VENABLE, BAETJER AND HOWARD
210 ALLEGHENY AVENUE
P. O. BOX 5517
TOWSON, MARYLAND 21285-5517



EXHIBIT A

(a) Any and all machinery, equipment, furniture and fixtures, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection with the Debtor's operation of its business located at 6728 North Governor Ritchie Highway, Glen Burnie, Maryland (the "Premises").

(b) All inventory, raw materials, supplies and stock-in-trade owned or hereafter acquired on the Premises and all substitutions, replacements and additions pertaining thereto.

(c) That certain Sublease for the Premises, wherein Jack's Famous Delis, Inc. is the Lessor and G.B. Deli, Inc. is the Lessee, and all leasehold interests and improvements attached to or appurtenant to the Debtor's said business located at 6728 North Governor Ritchie Highway, Glen Burnie, Maryland and any amendments, modifications or extensions thereto.

(d) All licenses (including any alcoholic beverage licenses), permits owned, issued or granted in any way and which may lawfully serve as Collateral issued or otherwise acquired by the Debtor and required for the lawful operation of Debtor's business located at 6728 North Governor Ritchie Highway, Glen Burnie, Maryland, and all renewals, replacements, extensions and substitutions of the same.

(e) All the rights of Debtor under that certain Franchise Agreement for operation of a Jack's of Lombard Street restaurant on the Premises, wherein Jack's Famous Delis, Inc., is the Franchisor and G.B. Deli, Inc. is the Franchisee, and all renewals, replacements, extensions and substitutions of the same.

(f) All accounts receivable or other monies or cash equivalents owing to or belonging to the Debtor.

(g) All after-acquired personal property and/or leasehold improvements, including goods, wares, chattels, fixtures, equipment, furniture and contract rights, acquired by the Debtor subsequent to the execution of that certain Security Agreement wherein Jack's Famous Delis, Inc. is the Secured Party and G.B. Deli, Inc. is the Debtor, and prior to its termination, and the proceeds of Collateral and all increases, substitutions, replacements, and additions to the Collateral shall be deemed Collateral of said Security Agreement.

(h) The proceeds and products of the aforesaid Collateral.

STATE OF MARYLAND

ED. 548 REC 436

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276881

RECORDED IN LIBER 539 FOLIO 561 ON April 11, 1989 (DATE)

1. DEBTOR

Name Pollux Corporation

Address 8280 Patuxent Range Road, Jessup, Maryland 20794

2. SECURED PARTY

Name Capital Savings Bank, F.S.B.

Address 421 N. Charles Street, Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Chesapeake Industrial Leasing Co., Inc. 8767 Satyr Hill Road Baltimore, Maryland 21234</p>	

Dated 11/15/89

Rita M. Miller
(Signature of Secured Party)

RITA M. MILLER
Type or Print Above Name on Above Line

10

STATE OF MARYLAND

BOOK 548 PAGE 437

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276881

RECORDED IN LIBER 539 FOLIO 561 ON April 11, 1989 (DATE)

1. DEBTOR

Name Pollux Corporation
Address 8280 Patuxent Range Road, Jessup, Maryland 20794

2. SECURED PARTY

Name Chesapeake Industrial Leasing Co., Inc.
Address 8767 Satyr Hill Rd. Baltimore, Maryland 21234

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes address for Fleet Credit Corporation.

Dated 11-20-89

Signature of Brian G. Connelly

Brian G. Connelly
Type or Print Above Name on Above Line

15

Anne Arundel

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

548 REC 438

Identifying File No. 279229

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

Equipment Lease does not create a security interest

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nationwide Mutual Insurance Company
Address One Nationwide Plaza Columbus, Ohio 43216

TW

2. SECURED PARTY

Name The Huntington Leasing Company
Address 41 South High Street Columbus, Ohio 43287

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

Name and address of Assignee

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

(R2: Schedule 35)

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

NATIONWIDE MUTUAL INSURANCE COMPANY

Jeffrey Bauer
(Signature of Debtor)

Jeffrey Bauer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE HUNTINGTON LEASING COMPANY

Laurence L. Duncan
(Signature of Secured Party)

Laurence L. Duncan
Type or Print Above Signature on Above Line

476077
66638MR

115

548 439

NATIONWIDE MUTUAL INSURANCE COMPANY

EXHIBIT "A"

Lease No. 89112 Schedule No. 35

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5200	409017-			
	409019	CH03	(3) CHAIR(339.50)	1018.50
	408966-			
	408968	FV23	(3) FILE(243.00)	729.00
	408963-			
	408965	KB03	(3) BOOKCASE(153.00)	459.00
	408960-			
	408962	DP03	(3) DESK(481.00)	1443.00
	408974	CBXI	TELEPHONE	406.50
	408999	TA31	TABLE	153.00
	409000-			
	409006	CH15	(7) SIDE CHAIR(120.00)	840.00
	408955		PC TABLE	202.67
	408956		PC TABLE	202.67
	408957		PC TABLE	202.66
	408986-			
	408997	CH22	(12) CHAIR(407.00)	4884.00
	408998	CH05	CHAIR	473.00
	408995	CH05	CHAIR	308.46
	408959	FV11	FILE	146.00
	409010	FV05	FILE	146.00
			TOTAL	\$11614.46

EQUIPMENT LOCATION:
 2500 RIVA ROAD
 ANNAPOLIS (ANNE ARUNDEL) MARYLAND
 TAX DISTRICT 20 0002

5245	409011-			
	409016		(6) 4DR CABINETS(194.51)	1167.06
	408982	DP03	DESK	509.85
	408983	BK03	BOOKCASE	163.20
			TOTAL	\$1840.11

EQUIPMENT LOCATION:
 10361 SOUTHERN BLVD
 DUNKIRK (CALVERT) MARYLAND
 TAX DISTRICT 20 0004

C

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

548 440

Identifying File No.

279230

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SUNCHASERS, INC. AS LESSEE
Address 13-A WELLHAM AVENUE GLEN BURNIE, MD 21061

2. SECURED PARTY

Name INDUSTRIAL LEASING CORPORATION AS LESSOR
Address 2121 S.W. BROADWAY SUITE 200
PORTLAND, OREGON 97201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

5 NEW IMAGE 1000 TANNING BEDS; ACCESSORIES, ADDITIONS, AND ATTACHMENTS. THIS TRANSACTION IS A LEASE AND NOT INTENDED BY THE PARTIES AS A SECURITY TRANSACTION FILING IS ONLY INTENDED TO MAKE THE LEASE A MATTER OF PUBLIC RECORD. 688400

Name and address of Assignee
TW

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SUNCHASERS, INC.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

1150

BY POWER

OF ATTORNEY BY INDUSTRIAL

LEASING OPERATIONS (Signature of Secured Party)

MANAGER

Type or Print Above Signature on Above Line

279231

548 441

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es) Nance Michael & Nella 342 South Drive Severna Park MD 21146	2 Secured Party(ies) and address(es) Chesapeake Water Systems Inc 7310 Ritchie Hwy Suite 411 Glen Burnie MD 21061	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) 
4 This financing statement covers the following types (or items) of property One United Standard Complete Water Treatment System Located at : 342 South Drive Severna Park MD 21146 Secured Party is the Seller. To Be Recorded in the Land Records. This statement is filed without the debtor's signature to perfect a security interest in collateral (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		5 Assignee(s) of Secured Party and Address(es) Security Pacific Fin Svcs 7310 Ritchie Hwy Suite 404 Glen Burnie MD 21061

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with

Please Return to

By Nella M. Nance
 Nella M. Nance
 Michael J. Nance
 Signature(s) of Debtor(s)

By Sherry Parada
 Security Pacific Financial Svcs, Inc
 Sherry Parada, Assistant Manager
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

548 REC 442

279232

FINANCING STATEMENT

Not subject to recordation tax
\$8,000.00

1. Name of Debtor(s): Northward Corporation
Address: 8004 Jumpers Hole Road
Pasadena, Maryland 21122

2. Name of Secured Party: Annapolis Banking and Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:

John Deere 770 Tractor Indentification # M00770A003005

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor(s):

Northward Corporation

By: *Reese W. Diggs*
Reese W. Diggs

Secured Party:

Annapolis Banking and Trust Company
(Type Name of Dealership)

By: *William A. Busik*
(Authorized Signature)

William A. Busik, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

548 443

279233

FINANCING STATEMENT

Not subject to recordation tax

\$11,450.00

Paid A.A. County \$11.50

1. Name of Debtor(s): Frederick T. Sutter
Address: 4-A3 President Point Drive
Annapolis, Md. 21403

2. Name of Secured Party: Annapolis Banking & Trust Company
Address: P.O. Box 311
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:
Cadwell 5200 a single channel, EMG, NCU, SSEP, Myasth, Printer
serial number 520 991 679

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Debtor(s):

F. Sutter MD
.....
Frederick T. Sutter
.....
.....

Secured Party:

.....
Annapolis Banking & Trust Company
.....
(Type Name of Dealership)

By *William A. Busik*
.....
(Authorized Signature)

.....
William A. Busik, Vice President
.....
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

548-444

-445

-446

#'s not used

11-22-89

548-444

- 445

- 446

#'s not used

11-22-89

548-444

- 445

- 446

#'s not used

11-22-89

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273315

RECORDED IN BOOK 545 FOLIO PAGE 37 ON 8/17/89 (DATE)

1. DEBTOR

Name R.E. Michel Company, Inc.
Address One R.E. Michel Dr., Glen Burnie, MD 21061

2. SECURED PARTY

Name TransFinancial Leasing Corp.
The Steffey Bldg., Ste. 200B
Address 407 Crain Highway
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
	(1) One Yale Forklift Model GLC050RDNUAE083 w/sideshifter S/N 47050 (2) Two Yale Forklifts model GLC030CDNUAE083 w/sideshifter S/N's 475897, 475992 (4) Four Yale Forklifts model GLC030CDNUAE083 w/sideshifter S/N's 476990, 476991, 476992, 476993	
	ASSIGNEE: Societe Generale Financial Corporation 50 Rockefeller Plaza New York, NY 10020	

2760

Dated August 23, 1989

Frank J. Saxro III
(Signature of Secured Party)

Frank J. Saxro, III, President
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1030

PARTIES

Debtor name (last name first if individual) and mailing address:
 Franki Northwest
 P.O. Box 3487
 Crofton, MD 21114

Debtor name (last name first if individual) and mailing address:

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
BECKWITH MACHINERY COMPANY
 Mail Address — P.O. Box 8718
 Pittsburgh, PA 15221
 Legal Address — Route 22 East
 Murrysville, PA 15668

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):

T. J. Fleury

- F. A. Holcomb, Vice Pres.-Finance
- T. J. Fleury, Treasurer

548 ~~448~~

FINANCING STATEMENT
 Uniform Commercial Code Form UCC-1
 IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

279234

This **Financing Statement Change** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- ~~Department of~~ Clerk of Anne Arundel County, MD
- real estate records of _____ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max 10 characters): 943 1921160

COLLATERAL

Identify collateral by item and/or type:

One (1) Used Caterpillar 943, S/N 1921160

Not subject to recordation tax

(check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 *John Zyga*
 1a John Zyga, Job Superintendent

RETURN RECEIPT TO:

BECKWITH MACHINERY COMPANY
 ATTN: Finance Department
 P.O. Box 8718
 Pittsburgh, PA 15221

PARTIES

Debtor name (last name first if individual) and mailing address:
JOHN B. HITT
490 PATUXENT ROAD #9
ODENTON MD 21113

Debtor name (last name first if individual) and mailing address:
ANITA K. HITT
490 PATUXENT ROAD #9
ODENTON MD 21113

Debtor name (last name first if individual) and mailing address:
CHESAPEAKE MH OF LAUREL, MD
10039 N. SECOND AVENUE
LAUREL MD 20707

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):
a. acquired after a change of name, identity or corporate structure of the Debtor
b. as to which the filing has lapsed
c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county
 when the Debtor's residence or place of business was moved to this county.
d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania
 when the Debtor's location was moved to Pennsylvania
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):
CHESAPEAKE MH OF LAUREL, MD
[Signature]

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

279235

Filing No. (stamped by filing officer): _____ Date, Time, Filing Office (stamped by filing officer): _____

548 **449**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and is to be filed with the (check applicable box):
 Secretary of the Commonwealth.
 Prothonotary of _____ County
 real estate records of _____ County
Number of Additional Sheets (if any): 7
Optional Special Identification (Max 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:
1981 COTTAGE
14 X 65 SERIAL# 4165-16760 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):
a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:
Street Address: _____
Described at Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record): _____

DEBTOR SIGNATURE(S)

Debtor Signature(s):
JOHN B. HITT *[Signature]*
ANITA K. HITT *[Signature]*

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

MARYLAND FINANCING STATEMENT

548 4511

279236

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Codes

1. LESSEE Donald C. Bock / I/A ISLAND AUTO SALES
(Name or Names)
8102 - 8104 CRANFORD LANE, GREENBELT, MD 21061
(Address) NFSL 3653

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Northfield Federal Savings & Loan Association
of LESSOR 1844 E. Joppa Rd. (Name or Names) Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

(1) TOSHIBA (D) 2510 COPYER

TW

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE ISLAND AUTO SALES LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Donald C. Bock Prof. (Title) By: Brian G. Connolly Manager (Title)
Donald C. Bock (Type or print name of person signing) Brian G. Connolly (Type or print name of person signing)
By: _____ Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.
(Title) 8767 SATYR HILL ROAD
BALTIMORE, MD 21234
1758

548 451

MARYLAND FINANCING STATEMENT

279237

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE William L. Griffith T/A A.A. Co. Septic Tank Cleaners
(Name or Names)
8390 Woodland Road, Millersville, MD 21108
(Address) CFSL 3660

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association
Of LESSOR (Name or Names)
2001 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

One - Model #550 Hotsy Pressure Washer

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
William L. Griffith T/A
A.A. Co. Septic Tank Cleaners
By: William L. Griffith Sr.
(Title)
William L. Griffith, Sr.
(Type or print name of person signing)
By: _____
(Title)

(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Manager
(Title)
Brian G. Connelly
(Type or print name of person signing)
Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

12/20/50

548 452

To Be Recorded In The Land
Records And In The Chattel
Records Of Anne Arundel
County And In The Financing
Statement Records Of The
State Department Of
Assessments And Taxation.

Not Subject To Recording Tax.
The Debtor Is Not The Primary
Obligor On The Indebtedness
Secured.

279238

FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. **DEBTOR:** COMPROMISE STREET LIMITED PARTNERSHIP
25 West Street
Annapolis, Maryland 21401

2. **SECURED PARTY:** THE FIRST NATIONAL BANK OF MARYLAND
Commercial Real Estate Division
BANC 109-900
110 South Paca Street, 9th Floor
Baltimore, Maryland 21201

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property referenced below (the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

2600
10

C:/RCF/8606A.FS1
11/03/89

Page 1 of 5 Pages

RECORD FEE 26.00
POSTAGE
#325760 0055 RD4 TL
11/03/89
W. ERLE SCHAFER
24 CO. CIRCUIT COURT

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits, including all of the Debtor's interest in any deposits of tenants to secure

payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.

- h. All revenues and profits, accounts receivable and contract rights, including all of the Debtor's interest in any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
- i. All of the Debtor's interest in all Accounts, Chattel Paper, Documents, Instruments, generated by or otherwise related directly or indirectly to the operations of the Debtor (or any agent of the Debtor) at the Real Property;
- j. All of the Debtor's interest in all other Receivables generated by or otherwise related directly or indirectly to the operations of the Debtor (or any agent of the Debtor) at the Real Property;
- k. All of the Debtor's interest in all equipment located, to be located, or intended to be located at or about the Real Property, or elsewhere and intended for use at or about the Real Property in connection with the business or operations of the Debtor (or any agent of the Debtor) conducted at the Real Property;
- l. All of the Debtor's assignable interest in all Contract Rights and General Intangibles generated by, acquired for or in connection with, or otherwise related directly or indirectly to the operations of the Debtor (or any agent of the Debtor) at the Real Property, including but not limited to all permits and approvals, franchises, subfranchises, rights to distribute, sales agencies, licenses, leases, rights to indemnification, rights as insured, including the right to be provided a defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient, or proper with respect to the continued operation of the business of the Debtor at or about the Real Property, trademarks, trade names, and trade secrets, together with the right to sue for past, present, or future violations of rights of the trademarks, trade names, and trade secrets and all good will associated with the trademarks and trade names;

- m. All of the Debtor's interest in all Inventory, including all merchandise, raw materials, goods in process, finished Goods, incidentals, office supplies, packaging materials and any and all Goods or items used or consumed in the operation of the business of the Debtor at the Real Property or which contribute to the finished products or to the sale, promotion, and shipment thereof, without limitation or exception, held or produced for sale, lease, resale or furnished or to be furnished under contracts of service, or used or consumed in the Debtor's business at the Real Property;
- n. All of the Debtor's interest in all guaranties, mortgages or deeds of trust on real property, security interests in personal property, leases, or other agreements or real or personal property securing or relating to any Receivable with respect to which the Beneficiary has a security interest pursuant to this Deed of Trust or acquired or retained for the purpose of securing or enforcing any Account with respect to which the Beneficiary has a security interest pursuant to this Deed of Trust;
- o. All monies, securities, or other personal property and the proceeds thereof, now or hereafter held or received by or in transit to the Secured Party from or for the Debtor with respect to Receivables, whether for safekeeping, pledge, custody, transmission, collection, or otherwise;
- p. All of the Debtor's rights as seller of Goods, wherever located, and rights to returned or repossessed Goods of the type described;
- q. All records relating to the collateral described herein, the Real Property, or the Debtor's operations at the Real Property, wherever located.

As used herein, the terms "Accounts", "Instruments", "Documents", "Chattel Paper", "General Intangibles", "Inventory" and "Equipment" have the meanings set forth in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended; and the term "Contract Rights" has the meaning set forth in the 1962 version of the Uniform Commercial Code). As used herein, the term "Receivables" means all of the Debtor's Accounts, Contract Rights, Instruments, Documents, General Intangibles, Chattel Paper, notes, notes receivable, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale or lease of or the providing of Inventory, Goods, or services by the Debtor to customers in connection with the operation of the Real Property, as well as all other rights, contingent or non-contingent, of any kind of the

Debtor to receive payment, benefit, or credit from any person or entity.

- r. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
- 4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in an Indemnity Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of one page.
- 5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

COMPROMISE STREET LIMITED PARTNERSHIP, A Maryland Limited Partnership

By: Compromise Street, Inc., A Maryland Corporation, General Partner

By: Leland C. Pillsbury (SEAL) Leland C. Pillsbury, President

Date: November 6, 1989

TO FILING OFFICER: After this Statement has been recorded, please return to:

NEW ENTERPRISE TITLE 9891 BROKEN LAND PKWY SUITE 104, WOODMERE II COLUMBIA, MD 21046

Beth Solley Gebhardt & Smith Ninth Floor The World Trade Center Baltimore, Maryland 21202 File No.: (RCF) 8606

EXHIBIT A

548 457

DESCRIPTION OF THE LAND

BEGINNING for the same at an iron pin set on the east side of Compromise Street; said point being distant at right angles 11.66 feet from the face of the east curb of Compromise Street; and running thence parallel to said curb North 23°, 21' 35" West 197.96 feet to a chisel mark in an iron beam found; thence leaving Compromise Street and running North 48° 47' 44" East 232.65 feet to a corner of an existing timber bulkhead; thence with the outer edge of the timber waler of said bulkhead and the City Dock, South 40° 32' 32" East 31.57 feet; thence approximately with said bulkhead South 31° 34' 09" East 188.11 feet to the outer corner of an existing concrete bulkhead; thence parallel to the pierhead line of Annapolis Harbor as shown on U.S. Corps of Engineers Map No. 63 file 43, South 31° 32' 34" East 101.13 feet; thence South 60° 00' 00" West 7.00 feet; thence South 31° 32' 34" East 27.00 feet; thence South 58° 44' 44" West 132.55 feet to a point on the outer side of a concrete retaining wall; thence North 25° 06' 41" West 60.47 feet; thence South 80° 06' 07" West 139.62 feet to the point of beginning.

Surveyed by Benjamin E. Beavin, Registered Professional Engineer & Land Surveyor No. 76, in May, 1964. Bearings are referred to the moridian of the Maryland Coordinate System. Located in the City of Annapolis, Maryland, containing 2.203± acres of land more or less.

548 458

To Be Recorded In The Land
Records And In The Chattel
Records of Anne Arundel
County And Among The
Financing Statement Records
Of The State Department of
Assessments And Taxation.

Subject To Recording Tax On
Principal Amount Of
\$1,000,000.00.

7

FINANCING STATEMENT
(Maryland - U.C.C.-1)

279239

1. DEBTOR: MP ASSOCIATES LIMITED PARTNERSHIP
25 West Street
Annapolis, Maryland 21401
Attention: Leland C. Pillsbury

2. SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND
BANC 109-900
Commercial Real Estate Division
110 South Paca Street
Baltimore, Maryland 21201

3. This Financing Statement covers and the Debtor grants, to the extent of the Debtor's interest, a security interest to the Secured Party in the following:
 - a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor used in connection with, located on, or derived from the operation of the real property referenced below (the "Real Property"), including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
 - (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
 - (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;

2200
10

H. LEE SUDLER
A9 101 (1/20/81) 11001

- (iii) All of the Debtor's Fixtures (as that term is defined by the law of the State of Maryland) located on the Real Property;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
- (viii) To the extent the Debtor is permitted to assign and grant a security interest in such property, all franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;
- (ix) To the extent the Debtor is permitted to assign and grant a security interest in such property, all general intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals,

548 460

extensions, and continuations-in-part thereof and all improvements thereon);

- (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
- (xi) General Intangibles in the form of goodwill; and
- (xii) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in an Indemnity Deed of Trust recorded or intended to be recorded among the Land Records of Anne Arundel County from Compromise Street Limited Partnership to the Trustees named therein for the benefit of the Secured Party. Compromise Street Limited Partnership is the record owner of a leasehold interest in the Real Property. Exhibit A attached hereto consists of one page.

5. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

MP ASSOCIATES LIMITED PARTNERSHIP,
A Maryland Limited Partnership

By: Pillsbury Enterprises, Inc.,
A Delaware Corporation,
General Partner

[Handwritten Signature]
Asst. Secy.

By: *[Handwritten Signature]* (SEAL)
Leland C. Pillsbury,
President

Date: November __, 1989

548 461

By: Bay Lodging Corp.,
A Maryland Corporation,
General Partner

By: (SEAL)
Saul H. Bernstein,
President

Date: November 6, 1989

TO FILING OFFICER: After this Statement has been recorded, please
return to:

Beth Solley
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (RCF) 8606A

AFTER RECORDATION RETURN TO: NEW ENTERPRISE TITLE GROUP, INC.
9891 BROKEN LAND PARKWAY
SUITE 104, WOODMERE II
COLUMBIA, MARYLAND 21046

EXHIBIT A 548 REC 462

DESCRIPTION OF THE LAND

BEGINNING for the same at an iron pin set on the east side of Compromise Street; said point being distant at right angles 11.66 feet from the face of the east curb of Compromise Street; and running thence parallel to said curb North 23°, 21' 35" West 197.96 feet to a chisel mark in an iron beam found; thence leaving Compromise Street and running North 48° 47' 44" East 232.65 feet to a corner of an existing timber bulkhead; thence with the outer edge of the timber waler of said bulkhead and the City Dock, South 40° 32' 32" East 31.57 feet; thence approximately with said bulkhead South 31° 34' 09" East 188.11 feet to the outer corner of an existing concrete bulkhead; thence parallel to the pierhead line of Annapolis Harbor as shown on U.S. Corps of Engineers Map No. 63 file 43, South 31° 32' 34" East 101.13 feet; thence South 60° 00' 00" West 7.00 feet; thence South 31° 32' 34" East 27.00 feet; thence South 58° 44' 44" West 132.55 feet to a point on the outer side of a concrete retaining wall; thence North 25° 06' 41" West 60.47 feet; thence South 80° 06' 07" West 139.62 feet to the point of beginning.

Surveyed by Benjamin E. Beavin, Registered Professional Engineer & Land Surveyor No. 76, in May, 1964. Bearings are referred to the meridian of the Maryland Coordinate System. Located in the City of Annapolis, Maryland, containing 2.203± acres of land more or less.

548 463

To Be Recorded In The
Chattel Records Of Anne
Arundel County And In The
Financing Statement Records
Of The State Department Of
Assessments And Taxation.

Not Subject To Recording
Tax. The Debtor Is Not The
Primary Obligor On The
Indebtedness Secured.

279210

10

FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. DEBTOR: HOSPITALITY HOUSE OF ANNAPOLIS, a Maryland general partnership
c/o William L. Siskind, Esquire
Siskind, Burch, Grady & Rosen
The Jefferson Building
2 East Fayette Street
Baltimore, Maryland 21202
2. SECURED PARTY: MP ASSOCIATES LIMITED PARTNERSHIP,
a Maryland limited partnership
25 West Street
Annapolis, Maryland 21401
Attention: Leland C. Pillsbury
3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All right, title and interest of Debtor in and to a Ninety-Nine Percent (99%) interest as a limited partner in Compromise Street Limited Partnership, a Maryland limited partnership (the "Partnership"), including, without limitation, all of Debtor's right, title and interest in and to the assets of the Partnership, allocation of profits and losses from the Partnership, and all distributions to be made by the Partnership, whether upon liquidation or otherwise.
 - b. All records relating to the Collateral.
4. The proceeds of the above-described collateral are secured, as are any substitutions, renewals, replacements, additions and accretions of or to the above-described collateral.

1500
/ 600

RECORD FEE 15.00
POSTAGE .50
REGISTERED CASE NO 4 116419
11/22/89
H. ERLE SCHAFER
44 CO. CIRCUIT COURT



548 461

DEBTOR:

HOSPITALITY HOUSE OF ANNAPOLIS, a Maryland general partnership

WITNESS:

[Signature]

By: [Signature]
William L. Siskind
General Partner
Date: November 6, 1989

By: Consolidated Engineering Company, Incorporated, a Maryland corporation, General Partner

WITNESS:

[Signature]

By: [Signature]
William L. Siskind
President
Date: November 6, 1989

STATE OF VIRGINIA

COUNTY OF FAIRFAX :

The foregoing instrument was acknowledged before me this 6th day of November 1989 by William L. Siskind, General Partner of Hospitality House of Annapolis, a Maryland general partnership, on behalf of the Partnership.

[Signature]
Notary Public

My commission expires: 11-18-96

STATE OF VIRGINIA

COUNTY OF FAIRFAX :

The foregoing instrument was acknowledged before me this 6th day of November 1989 by William L. Siskind, President of Consolidated Engineering Company, Incorporated, a Maryland corporation, general partner of Hospitality House of Annapolis, a Maryland general partnership, on behalf of the Partnership.

[Signature]
Notary Public

Doc 548 pgs 465

My commission expires: 11-18-90

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Phillip J. Beeson, Esquire
McGuire, Woods, Battle & Boothe
8280 Greensboro Drive, Suite 900
P. O. Box 9346
McLean, Virginia 22102

JFO2001.FS
November 6, 1989

Return to
New Enterprise Title Group Inc
9897 Broken Land Parkway
Suite 104
Columbia, MD 21046

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ 215,000 in connection with the filing of the Deed of Trust described below in the Land Records of Baltimore City ~~County~~ Maryland

5 Debtor(s) Name(s) Print-Spec Group Address(es) 2127 W. Pratt Street
Baltimore, Maryland 21223

RECORD FEE 12.00
 POSTAGE .50
 #621370-0231 RDZ 110:06
 11/24/89
 H. ERLE SCHAFER
 AR. CO. CIRCUIT COURT

6 Secured Party Address Real Estate Industries Group
MARYLAND NATIONAL BANK 10 Light Street
 Attention Katherine L. Green Eighteenth Floor
Mailstop 021801 Baltimore, Maryland 21202

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated November 15, 19 89 from Debtor(s) to Margaret D. Kirmil and Constance M. Creamer, Trustees (the Deed of Trust), all property being located in Baltimore City ~~County~~ Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)

Gary W. Habicht (SEAL)
 Gary W. Habicht (SEAL)

John T. Erbe, Jr. (SEAL)
 John T. Erbe, Jr. (SEAL)

Secured Party
 MARYLAND NATIONAL BANK

By Katherine L. Green (SEAL)
 Katherine L. Green
 Real Estate Officer

 Type name and title

Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1200 JB

BEGINNING for the same on the line of the south side of Pratt Street at the distance of fifty feet easterly from the corner formed by the intersection of the south side of Pratt Street and the east side of Smallwood Street and running thence easterly on the south side of Pratt Street fifty-one feet five inches to the westernmost line of the wall of the house erected on the lot next adjoining the lot now being described on the east and running thence southerly and bounding on said line and parallel with Smallwood Street one hundred and forty-seven feet seven inches thence easterly three feet seven inches, thence southerly and parallel with Smallwood Street one hundred and two feet five inches more or less to the north side of McHenry Street, thence westerly bounding on the north side of McHenry Street fifty-five feet and thence northerly by a straight line two hundred and fifty-four feet, more or less, to the place of beginning. The improvements whereon are known as Nos. 2127 and 2129 West Pratt Street.

154015
THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
Six South Calvert
Baltimore, Md. 21202-1388

040183

548 468

279212

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ ~~25.50~~ 2100.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Catherine A. Grady

Address

2006 Quay Village Court Apt 201
Annapolis Md. 21403

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Toshiba TL200 HB Serial #07950818

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Catherine A. Grady
Catherine A. Grady

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11/17/50
50

RECORD FEE 11.00
RECORD TAX 17.50
POSTAGE .50
TOTAL 29.00
FARMERS NATIONAL BANK OF MARYLAND
ANNAPOLIS, MARYLAND 21401

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
ANCHORS AWEIGH MARINE SUPPLY LIMITED
552 B RITCHIE HWY.
SEVERNA PARK, MD. 21146
NOT SUBJECT TO RECORDATION TAX.

2. Secured Party(ies) and address(es)
TRANSAMERICA COMMERCIAL FINANCE CORP.
2401 PLUM GROVE RD. STE. 118
PALATINE, IL. 60067



4. This financing statement covers the following description of property (8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2

FINANCING STATEMENT

279243

- 1. X To Be Recorded among the Financing Statement Records and Land Records of Anne Arundel County, Maryland.
- 2. _____ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3. _____ Not Subject to Recordation Tax.
- 4. X Recordation Tax has been paid on the principal amount of One Hundred Thousand Dollars (\$100,000.00) in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor Name Address
 ALEXIS NICHOLAS BADART P.O. BOX 389
 ANNAPOLIS, MARYLAND 21404

6. Secured Party Address
 The Annapolis Banking and Trust Company 18 Church Circle
 Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated November 15th 1989 from Debtor(s) to Randall M. Robey and William A. Busik, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

LAW OFFICES
 MANIS,
 WILKINSON, SNIDER &
 GCLDSBOROUGH
 CHARTERED
 PO BOX 1911
 ANNAPOLIS, MD 21404
 (301) 263-8855

13

AB4 90



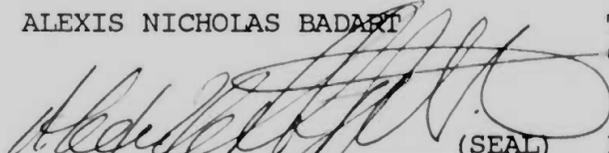
NO 548 471

DEBTOR:

SECURED PARTY:

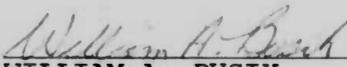
ALEXIS NICHOLAS BADART

THE ANNAPOLIS BANKING AND TRUST
COMPANY



ALEXIS NICHOLAS BADART

(SEAL)

BY:  (SEAL)

WILLIAM A. BUSIK
Vice-President

Mr. Clerk:

Please return to:

William H. Buck
P.O. Box 1911
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P.O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8855

EXHIBIT "A"

BEGINNING for the same at an iron pipe here found that marks the southeasternmost corner of Lot No. 7 all as shown on a Plat entitled "Plat of Land Belonging to the Heirs of George Brewer, deceased", recorded among the Equity Records of Anne Arundel County in Liber GW No. 35, folio 379; said point of beginning also marks the southwesternmost corner of that conveyance from John M. Thomas and wife to William Reese, Jr., and wife by Deed recorded among the Land Records of Anne Arundel County in Liber MSH 2374, folio 867, thence from the point of beginning so fixed binding on and with the rear line of Lot No. 7 and part of the rear line of Lot No. 5, as shown on said Plat as now surveyed and corrected for magnetic declination to 1955 and also binding on an existing fence line, North 81 degrees 24 minutes 00 seconds West 50.33 feet to a point; thence leaving said rear line of Lot No. 5 and running through same for a line of division as previously established and still binding on an existing fence line, North 06 degrees 51 minutes 50 seconds East 152.96 feet to an iron pipe here found on the southerly side of West Street; thence binding on the southerly side of West Street South 76 degrees 46 minutes 30 seconds East 54.25 feet to a point that marks the northwesternmost corner of said conveyance to William Reese, Jr., thence leaving said West Street and binding on the division line between the property now being described and the westerly boundary of said Reese property and also binding on an existing fence line, South 08 degrees 15 minutes 30 seconds West 148.52 feet to the point of beginning. Containing 7,860 square feet of land, more or less, according to a survey and Plat made by James D. Hicks & Associates, Inc., Registered Surveyors, dated December 1972. Improvements known as No. 823 West Street.

BEING the same property which by Deed dated April 30, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3737, folio 675, was granted and conveyed unto Alexis Nicholas Badart by Wendell E. Lilly and Marian Lilly, his wife.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

548-473
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here.

279216

This financing statement dated Sept. 22, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

(And additional Debtors, trade names and addresses listed on Exhibit A hereto)
Name Dart Drug Stores, Inc.
Address 3301 Pennsy Drive, Landover, MD 20785

2. SECURED PARTY

Name Mellon Bank, N.A.
Address One Mellon Bank Center, Pittsburgh, PA 15258 Attn: Special Assets Division
Amy Brown, Kirkpatrick & Lockhart, 1500 Oliver Building, Pittsburgh, PA 15222

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All of the Debtors' present and future right, title and interest in and to (a) all inventory, accounts, general intangibles and other property, whether now or hereafter existing or acquired and wherever located, all as more fully described on Exhibit B attached hereto, and (b) those leasehold interests in real property which are described on Exhibit C attached hereto.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

DART DRUG STORES, INC.

(Signature of Debtor) George E. Loney
By: Executive Vice President

Type or Print Above Name on Above Line
SEE EXHIBIT D FOR

MELLON BANK, N.A.

(Signature of Secured Party) Robert L. Garish
By: Vice President

ADDITIONAL SIGNATURES (Signature of Debtor)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

5200
18

548 474

MD-N

EXHIBIT A
TO UCC-1 FINANCING STATEMENT

DEBTOR:

Dart Drug Stores, Inc.
3301 Pennsy Drive
Landover, Maryland 20785

SECURED PARTY:

Mellon Bank, N.A.
One Mellon Bank Center
Pittsburgh, Pennsylvania 15258
Attention: Special Assets Division

CONTINUATION OF ITEM 1, DEBTOR'S NAME AND ADDRESS:

The following are to be indexed as
Additional Debtors:

Dart Drug Corporation, District
of Columbia
Dart Drug Corporation, Maryland
Dart Drug Corporation, Virginia
Dart Drug Corporation, Turnpike
Dart Vienna, Inc.
Total Plus Corporation
T&H Distributors, Inc.
Pike Gourmet, Inc.
Dart Card Shop, Inc.
Dart Home Corp.

The following are to be indexed as
trade names of Debtors:

Fantle's Drugstore
Dart Drug
Dart Home
Dart Beer
Total Plus

Each of the Debtors is subject to a case commenced under the United States Bankruptcy Code of 1978 in the United States Bankruptcy Court for the District of Maryland, Rockville Division, at Case Numbers 89-42347-PM through 89-42357-PM, inclusive. The filing of this UCC-1 Financing Statement and the creation of the security interest evidenced hereby both have been approved by an Order of the Bankruptcy Court dated September 11, 1989.

The following are additional addresses of the Debtors:

Store 276
1275 K Street, N.W.
Washington, D.C. 20005

Store 294
1133 20th Street, N.W.
Washington, D.C. 20036

Store 300
3920 South Capitol St., S.E.
Washington, D.C. 20032

Store 292
801 H Street, N.W.
Washington, D.C. 20001

Store 298
1750 M Street, N.W.
Washington, D.C. 20036

Store 304
5536 Connecticut Ave., N.W.
Washington, D.C. 20015

548 475

Store 306
5720 Georgia Avenue, N.W.
Washington, D.C. 20011

Store 125
8016 New Hampshire Ave.
Langley Park, MD 20748

Store 145
6828 Race Track Road
Bowie, MD 20715

Store 157
2340 University Blvd.
Adelphi, MD 20783

Store 163
6250 Kenilworth Avenue
Riverdale, MD 20737

Store 173
13625 Georgia Ave.
Silver Spring, MD 20906

Store 180
5775 Crain Highway
Upper Marlboro, MD 20772

Store 198
12788 Old Fort Road
Ft. Washington, MD 20744

Store 214
7756 Marlboro Pike
Forestville, MD 20747

Store 228
1633 Crofton Center
Crofton, MD 21113

Store 260
4601 East-West Hwy.
Bethesda, MD 20814

Store 270
7475 Greenbelt Road
Greenbelt, MD 20770

Store 278
218 N. Frederick Ave.
Gaithersburg, MD 20878

Store 109
12137 Rockville Pike
Rockville, MD 20852

Store 129
4319 St. Barnabas Road
Temple Hills, MD 20748

Store 147
123 Bowie Road
Laurel, MD 20707

Store 159
9185 Central Avenue
Capitol Heights, MD 20743

Store 169
6711 Annapolis Road
Landover Hills, MD 20784

Store 175
3445 Ft. Meade Road
Laurel, MD 20707

Store 194
6210 Branch Avenue
Temple Hills, MD 20747

Store 204
Rt. 210 and Rt. 227
Bryans Road, MD 20616

Store 226
Halfway Boulevard
Hagerstown, MD 21740

Store 252
11111 Georgia Avenue
Wheaton, MD 20902

Store 266
6169 Livingston Road
Oxon Hill, MD 20745

Store 272
13855 Outlet Drive
Silver Spring, MD 20904

Store 284
6875 New Hampshire Avenue
Takoma Park, MD 20912

548 476

Store 290
5416 Annapolis Road
Bladensburg, MD 20710

Store 301
7341 Landover Road
Landover, MD 20785

Store 308
12029 Georgia Avenue
Wheaton, MD 20902

Warehouse 1
3301 Pennsy Drive
Landover, MD 20785

Warehouse 3
3201 Pennsy Drive
Landover, MD 20785

Warehouse on Parcel B
3201 Pennsy Drive
Landover, MD 20785

Store 105
6910 Braddock Road
Annandale, VA 22003

Store 123
9470 Arlington Blvd.
Fairfax, VA 22031

Store 139
7271 Arlington Blvd.
Falls Church, VA 22042

Store 149
5400 Lee Highway
Arlington, VA 22207

Store 153
264 Cedar Lane
Vienna, VA 22180

Store 171
8646 Richmond Hwy
Alexandria, VA 22203

Store 184
7658 Richmond Highway
Alexandria, VA 22306

Store 296
18149 Town Center Drive
Olney, MD 20832

Store 307
275 Muddy Branch Road
Gaithersburg, MD 20878

Store 316
12613 Wisteria Drive
Germantown, MD 20874

Warehouse 2 on Parcel D
3201 Pennsy Drive
Landover, MD 20785

Warehouse on Parcel C
3201 Pennsy Drive
Landover, MD 20785

Store 99
3263 Columbia Pike
Arlington, VA 22204

Store 119
1457 Chain Bridge Road
McLean, VA 22101

Store 124
9542 Arlington Blvd.
Fairfax, VA 22031

Store 143
7434 Little River Turnpike
Annandale, VA 22003

Store 151
1104 W. Broad Street
Falls Church, VA 22040

Store 165
14567 Jefferson Davis Hwy
Woodbridge, VA 22191

Store 182
2901 Gallows Road
Falls Church, VA 22042

Store 190
6220 N. Kings Highway
Alexandria, VA 22303

548 01477

Store 196
4132 Dale Blvd.
Woodbridge, VA 22193

Store 218
Rt. 29 N. & Dominion Drive
Charlottesville, VA 22901

Store 236
247 Harry Flood Byrd Hwy.
Sterling, VA 22170

Store 240
10708 Lee Highway
Fairfax, VA 22030

Store 256
490 Elden Street
Herndon, VA 22070

Store 274
5620 Ox Road
Fairfax Station, VA 22039

Store 286
1720 Duke Street
Alexandria, VA 22314

Store 302
6136 Arlington Boulevard
Falls Church, VA 22044

Store 310
6837 Backlick Road
Springfield, VA 22150

Store 312
5073 Westfield Boulevard
Centreville, VA 22020

Store 402
8032 West Broad Street
Richmond, VA 23233

Store 404
4680 N. Southside Plaza
Richmond, VA 23224

Store 309
12368 Dillingham Square
Woodbridge, VA 22091

Store 315
FORT EVANS
Battlefield Shopping Center
Loudon County, VA

Store 206
13285 Gordon Blvd.
Woodbridge, VA 22191

Store 220
1091 Delco Plaza
Winchester, VA 22601

Store 238
311 Maple Avenue
Vienna, VA 22180

Store 250
9579 Braddock Road
Fairfax, VA 22032

Store 264
5837 Leesburg Pike
Baileys Crossroads, VA 22041

Store 282
6240 Little River Turnpike
Alexandria, VA 22312

Store 288
4238 Wilson Boulevard
Arlington, VA 22203

Store 303
584 Culpeper Town Mall
Culpeper, VA 22701

Store 311
11730 Sudley Manor Drive
Manassas, VA 22110

Store 401
11647 Midlothian Turnpike
Midlothian, VA 23113

Store 403
7108 Midlothian Turnpike
Richmond, VA 23225

Store 405
5158 Nine Mile Road
Richmond, VA 23224

Store 314
7003 Manchester Boulevard
Franconia, VA 22310

no 548 no 478

EXHIBIT B
TO UCC-1 FINANCING STATEMENT

Continuation of Item 4, Description of Collateral:

The UCC-1 Financing Statement to which this Exhibit B is attached covers all of each Debtor's present and future right, title and interest in and to all property constituting: (a) the following property whether now or hereafter existing or acquired and wherever located: all goods, all inventory (including but not limited to all raw materials, work-in-process goods and other goods held for sale), all accounts and contract rights (including but not limited to all open accounts, receivables, rights to require payment from others and other amounts and obligations owing to each Debtor from whatever source arising), all general intangibles (including but not limited to all royalty, licensing and know-how agreements, all patents, trademarks, trade names, trade secrets, know-how, good will, rights to require performance by others, choses in action, tax refunds, proceeds of any and all reversions from any employee benefit plan, insurance proceeds and returned and unearned premiums), all insurance policies, all rights as a seller of goods, all rights to returned or repossessed goods; (b) each leasehold interest in real property as to which any Debtor has created a lien or security interest in favor of the Secured Party, but excluding any such leasehold interests in which no lien or security interest has been created in favor of the Secured Party; and (c) all attachments and accessories to, all replacements, products and proceeds of (including insurance policies and proceeds) and all indemnities, guarantees, claims, rights, remedies and privileges relating to any or all of the items included in the preceding clauses (a) and (b).

EXHIBIT C
TO UCC-1 FINANCING STATEMENT

Continuation of Item 4, Collateral Description:

The UCC-1 Financing Statement to which this Exhibit C is attached covers all of each Debtor's present and future right, title and interest in and to all of the following leasehold interests in real property:

Store 129 4319 St. Barnabas Road Temple Hills, MD 20748	Barnabas Associates
Store 169 6711 Annapolis Road Landover Hills, MD 20784	Claridge Towers Co.
Store 173 13625 Georgia Ave. Silver Spring, MD 20906	Aspen Georgia, Inc.
Store 194 6210 Branch Avenue Temple Hills, MD 20747	Allentown Plaza Associates
Store 204 Rt. 210 and Rt. 227 Bryans Road, MD 20616	Bryans Road Center Limited Partnership
Store 214 7756 Marlboro Pike Forestville, MD 20747	Forestville Plaza Shopping Center Limited Partnership
Store 228 1633 Crofton Center Crofton, MD 21113	Crofton Associates
Store 260 4601 East-West Hwy. Bethesda, MD 20814	Elanor H. Bogue, Antionette H. Meyers, and Charles B. Hawley, Jr.
Store 266 6169 Livingston Road Oxon Hill, MD 20745	Oxon Hill Plaza, Inc.
Store 278 218 N. Frederick Ave. Gaithersburg, MD 20878	The Great Atlantic & Pacific Tea Company, Inc.

548 480

Store 105
6910 Braddock Road
Annandale, VA 22003

Combined Properties Limited
Partnership

Store 119
1457 Chain Bridge Road
McLean, VA 22101

McLean Chain Bridge Road
Limited Partnership

Store 143
7434 Little River Turnpike
Annandale, VA 22003

Little River Limited
Partnership

Store 149
5400 Lee Highway
Arlington, VA 22207

Lee and Harrison Limited
Partnership

Store 165
14567 Jefferson Davis Hwy
Woodbridge, VA 22191

Featherstone Square Limited
Partnership

Store 171
8646 Richmond Hwy
Alexandria, VA 22203

D&G Associates

Store 182
2901 Gallows Road
Falls Church, VA 22042

Robert and Evelyn Seoane

Store 190
6220 N. Kings Highway
Alexandria, VA 22303

Penn-Daw Associates Limited
Partnership (Sublessor:
Rochdale Cooperative, Inc.)

Store 196
4132 Dale Blvd.
Woodbridge, VA 22193

C.D. Hylton

Store 206
13285 Gordon Blvd.
Woodbridge, VA 22191

Sanndrel of Virginia, Inc.

Store 236
247 Harry Flood Byrd Hwy.
Sterling, VA 22170

EES Associates

Store 238
311 Maple Avenue
Vienna, VA 22180

Kaufman Co., S. Greenhoot
Fischer, & Carol B.
Fischer

Store 250
9579 Braddock Road
Fairfax, VA 22032

Twinbrook Associates

548 481

Store 256
490 Elden Street
Herndon, VA 22070

Albert J. Dwoskin, Trustee

Store 264
5837 Leesburg Pike
Baileys Crossroads, VA 22041

Oliver Construction Corporation

Store 274
5620 Ox Road
Fairfax Station, VA 22039

Fairfax Square Associates

Store 401
11647 Midlothian Turnpike
Midlothian, VA 23113

Crossroads Shoppers World
Associated Limited
Partnership

Store 402
8032 West Broad Street
Richmond, VA 23233

Fountain Square Shoppers World

Store 403
7108 Midlothian Turnpike
Richmond, VA 23225

BFML Associates

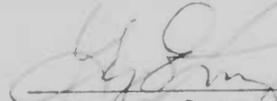
Store 405
5158 Nine Mile Road
Richmond, VA 23224

Fairfield Shoppers' World
Associates Limited
Partnership

EXHIBIT D
TO UCC-1 FINANCING STATEMENT

Continuation of Signature Block -- Additional Signatures of Debtors

DART DRUG STORES, INC., t/d/b/a
Fantle's Drugstore, Dart Drug,
Dart Home, Dart Beer and Total Plus

By: 
George E. Loney, Executive
Vice President

DART DRUG CORPORATION,
DISTRICT OF COLUMBIA

By: 
George E. Loney, Executive
Vice President

DART DRUG CORPORATION, MARYLAND

By: 
George E. Loney, Executive
Vice President

DART DRUG CORPORATION, VIRGINIA

By: 
George E. Loney, Executive
Vice President

DART DRUG CORPORATION, TURNPIKE

By: 
George E. Loney, Executive
Vice President

DART VIENNA, INC.

By: 
George E. Loney, Executive
Vice President

TOTAL PLUS CORPORATION

By: 
George E. Loney, Executive
Vice President

T&H DISTRIBUTORS, INC.

By: 
George E. Loney, Executive
Vice President

PIKE GOURMET, INC.

By: 
George E. Loney, Executive
Vice President

DART CARD SHOP, INC.

By: 
George E. Loney, Executive
Vice President

DART HOME CORP.

By: 
George E. Loney, Executive
Vice President



Not subject to recordation tax

Principal amount is:
\$909,500.74

548 483

279217

INDEMNITY FINANCING STATEMENT

Anne Arundel
Frederick

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF
COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION

This Financing Statement is presented to a Filing Officer
pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF GUARANTOR (HEREINAFTER "DEBTOR"):
CEDAR MANOR CONSTRUCTION CO., INC.
406 Headquarters Drive
Suite 207
Millersville, Maryland 21108

REC'D FEB 11 1989

2. NAME AND ADDRESS OF SECURED PARTY:

SARAH BANK TRUST
1777 Reisterstown Road
Commerce Center East Suite 135
Baltimore, Maryland 21208

478785 030 RO1 113119
10/30/89
FIN ST 75281 #

3. This Financing Statement covers all right, title and
interest of the Debtor in and to the following types (or items) of
property:

(a) The Debtor's fifty (50%) percent interest in
East Side Partnership.

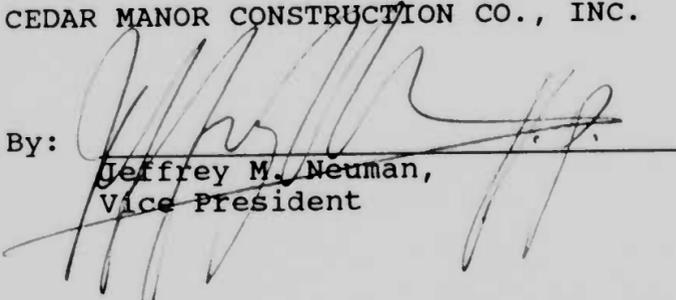
4. This Financing Statement also covers (a) all "Proceeds"
of the Property, as such term is defined in the Maryland Uniform
Commercial Code.

5. The aforesaid items are included as security in a
Collateral Assignment of Partnership Interest and Stock
Certificates and Security Agreement from Debtor to the secured
party.

DEBTOR:

CEDAR MANOR CONSTRUCTION CO., INC.

By:


Jeffrey M. Neuman,
Vice President

11-

Filing Officer: After recordation, please return this Financing Statement to:

Arvin E. Rosen, Esquire
Siskind, Burch, Grady & Rosen
Jefferson Building
Two East Fayette Street
8th Floor
Baltimore, Maryland 21202

0013.50\Finance.5
kmb\ks
10.18.89

DEP 131 REC 394

75282

Not subject to recordation tax

Principal amount is:
\$909,500.74

REC 548 REC 485

279218

INDEMNITY FINANCING STATEMENT

Anne Arundel

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF Frederick
COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION

This Financing Statement is presented to a Filing Officer
pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF GUARANTOR (HEREINAFTER "DEBTOR"):
TEMORA HOME BUILDERS, INC.
406 Headquarters Drive
Suite 207
Millersville, Maryland 21108

2. NAME AND ADDRESS OF SECURED PARTY:

SARAH BANK TRUST
1777 Reisterstown Road
Commerce Center East Suite 135
Baltimore, Maryland 21208

3. This Financing Statement covers all right, title and
interest of the Debtor in and to the following types (or items) of
property:

(a) The Debtor's fifty (50%) percent interest in
East Side Partnership.

4. This Financing Statement also covers (a) all "Proceeds"
of the Property, as such term is defined in the Maryland Uniform
Commercial Code.

5. The aforesaid items are included as security in a
Collateral Assignment of Partnership Interest and Stock
Certificates and Security Agreement from Debtor to the secured
party.

DEBTOR:

TEMORA HOME BUILDERS, INC.

By: Jeffrey M. Neuman,
Vice President

11-

RECORD FEE	11.00
FIN ST	75282
TOTAL	22.00
CHECK	21.00
CASH	75282
DATE	10/30/89

RECORD FEE	11.00
FIN ST	75282
TOTAL	22.00
CHECK	21.00
CASH	75282
DATE	10/30/89

LIBER 131 PAGE 395

548 456

Filing Officer:

After recordation, please return this Financing Statement to:

Arvin E. Rosen, Esquire
Siskind, Burch, Grady & Rosen
Jefferson Building
Two East Fayette Street
8th Floor
Baltimore, Maryland 21202

0013.50\Finance.4
kmb\ks
10.18.89

548 487

279219

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

Maryland Plywood Inc
717 D Hammonds Ferry Road
Linthicum Heights MD 21090

(2) Secured Party(ies) (Name(s) And Address(es))

World Omni Leasing Inc
120 NW 12th Avenue
Deerfield Beach FL 33442

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)



W. ERLE SCHAFER

PA CO. CIRCUIT COURT

RECORD FEE 11.00

For Filing Officer

487010 0000 004 11/27/87

(5) This Financing Statement Covers the Following types [or items] of property.

One new Toyota Forklift Model# 5FGC25 Serial# 13178

THIS FINANCING STATEMENT IS NOT TO BE CONSTRUED AS AN ADMISSION THAT THE LEASE TO WHICH THE STATEMENT RELATES BETWEEN THE SECURED PARTY AND DEBTOR CONSTITUTES A SECURITY AGREEMENT.

On Farm Collateral Filing, Name County Debtor Resides in

Products of the Collateral Are Also Covered. (Cannot be Filed unless County is named.)

3440

Secured Party(ies) [or Assignees]

(6) Signatures: Debtor(s)

Maryland Plywood Inc

(By) *[Signature]*
Standard Form Approved by N.C. Sec. of State

World Omni Leasing Inc

(By) *[Signature]*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State

Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

1100

UCC-1



548 125488

279250

52509-40

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) Eastman Kodak Company		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 901 Elkrige Landing Road		1C. CITY, STATE Linthicum, MD	1D. ZIP CODE 21090
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Roche Diagnostic Systems, Inc. MAILING ADDRESS One Sunset Avenue CITY Montclair STATE NJ ZIP CODE 07042		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).			

SEE ATTACHED EXTENSION SHEET FOR APPROPRIATE STATEMENT OF COLLATERAL.

NOT SUBJECT TO A RECORDATION TAX

RECORD FEE 11.00
 POSTAGE .50
 #518390 0777 R03 T10:05
 11/28/89
 H. ERLE SCHAFER
 AA CO., CIRCUIT COURT

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM <input type="checkbox"/>
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (a) <input type="checkbox"/>	
9. SIGNATURE(S) OF DEBTOR(S) X ELLEN BLOOM AS DATE	C O D E	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
TYPE OR PRINT NAME(S) OF DEBTOR(S) Eastman Kodak Company		
SIGNATURE(S) OF SECURED PARTY(IES) Ellen Bloom AS		
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES) Roche Diagnostic Systems, Inc.	6	
11. RETURN COPY TO: NAME ADDRESS CITY STATE ZIP CODE	7 8 9 0	
DATA-FILE SERVICES, INC. 1728 OLYMPIC BLVD. SANTA MONICA, CA 90404		

11-50

FORM UCC-1

548 489

52509

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 2

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

Roche Diagnostic Systems, Inc.
One Sunset Avenue
Montclair, NJ 07042

DEBTOR:

Eastman Kodak Company
901 Elkridge Landing Road
Linthicum, MD 21090

DEBTOR hereby grants to SECURED PARTY a continuing Security Interest in:
All of debtor's right, title, and interest, whether now owned or hereafter acquired,
in and to that certain COBAS FARA Chemistry System and all parts thereof, and all
accessories, substitutions, additions, replacements, or proceeds.

*Mail to
Roche Diagnostic Systems Inc*

Eastman Kodak Company

Roche Diagnostic Systems, Inc.

2

DEBTOR

SECURED PARTY

SHEET No.

Filing Officer Copy

548 490

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented: 1
1. Debtor(s) (Last Name First) and address(es) MIAMI AIRCRAFT SUPPORT, INC. C/O Burlington Northern Cargo Complex Door 17 Baltimore, MD 21240	2. Secured Party(ies) and address(es) ORIX CREDIT ALLIANCE, INC. P.O. Box 940715 Maitland, FL 32794-0715 547-575	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #518440 0777 R03 T10:07 11/29/89 H. ERLE SCHAFER

7. This statement refers to original Financing Statement No. 498390 filed (date) 11-01-89 with Anne Arundel County

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
 F. Other

See attached amendment letter.

1999F-C-09-06735

MIAMI AIRCRAFT SUPPORT, INC. ORIX CREDIT ALLIANCE, INC.
 By [Signature] Signature(s) of Debtor(s) (only on amendment) By [Signature] Signature(s) of Secured Party(ies)



no 548 ext 491

ORIX Credit Alliance, Inc.
10000 N. Kendall Drive
Miami, FL 33157

October 31, 1989

MIAMI AIRCRAFT SUPPORT, INC.
12515 N. Kendall Drive, #430
Miami, FL 33183

RE: Schedule "A" dated September 29, 1989 to Security Agreement-Mortgage on Goods and Chattels dated May 2, 1988 between Miami Aircraft Support, Inc. as Mortgagor and ORIX Credit Alliance, Inc. as Mortgagee Account No. 1999F-C-09-06735

Gentlemen:

Enclosed is a copy of the above captioned Schedule "A". Please take note that the Equipment Description is incorrect as shown on the face of the Schedule "A" and should read as follows:

Twenty Eight (28) Clyde Cargo Dollies Model 15F2201 s/n's: 22161 through 22164; 22183 through 22192; 22294 through 22307

Eight (8) Clyde Cargo Dollies Model CBD2201 s/n's: 22165 through 22172

One (1) Lantis Pallet Loader Model 818 s/n: 131

One (1) Lantis Pallet Loader Model 818-144 s/n: 697

With your permission, this letter shall serve as a modification to said Schedule "A" wherein we shall make the appropriate correction.

The effect of this revision shall be the same as if the Schedule "A" had been correct originally and in all other respects, all of the terms and conditions of captioned shall remain in full force and effect.

Very truly yours,

ORIX CREDIT ALLIANCE, INC.

Anne Padilla
Documentation Supervisor

Acknowledged and agreed to this

15th day of November, 1989

By: _____

Mail to

ORIX Credit Alliance Inc

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

548 492

279251

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donald Schneider
Address 1735 Bayside Beach Rd., Pasadena, MD 21122

2. SECURED PARTY

Name N.J. Richardson & sons, Inc.
Address 6400 Windsor Mill rd., Baltimore, M D 2120

RECORD FEE 11.00
#518460 C777 R03 T10:08
11/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Kubota B5200DT Tractor 62396
- 1 Kubota RC60 Mower 21710
- 1 Peco 6116 Vac

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

54900-819684

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Donald C. Schneider
(Signature of Debtor)

Donald Schneider
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W. E. Richardson, Inc.
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Mail to N.J. Richardson + Sons Inc

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ N/A

FINANCING STATEMENT

1. Debtor(s):

Elkridge National Bank

Name or Names—Print or Type

7290 Montgomery Road Elkridge, MD 21227

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Hoffman-Green Leasing, Inc.

Name or Names—Print or Type

6913 Ritchie Highway GLEN Burnie, MD 21061

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Taylor TSE 90 127" W.B. Forklift 16094/1318

RECORD FEE 11.00

#518470 0777 K03 710:08

11/28/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Proceeds of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

(Signature of Debtor)

Maury Wilkins, Wilkins Marine Center

Type or Print

(Signature of Debtor)

Type or Print

Hoffman-Green Leasing, Inc.

(Company, if applicable)

(Signature of Secured Party)

Gene Walman, Vice President

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address _____

Mail to

Hoffman Green Leasing Inc.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279253

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JEFFREY LEEK
Address 502 CORBIN PKWY ANNAPOLIS MD 21401

RECORD FEE 11.00
POSTAGE .50
#518480 CT77 R03 T10:09
11/28/89

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.
Address 41 DEFENSE HIGHWAY

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

ANNAPOLIS, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
KUBOTA CREDIT CORPORATION, U.S.A.
1025 Northbrook Parkway
Suwanee, Georgia 30174

Table with 4 columns: Quantity, Description, Model Number (MN#), and Serial Number (SN#). Rows include NEW KUBOTA TRACTOR-COMplete, KUBOTA LOADER, KUBOTA MOWER, and LANDPRIDE SCRAPER.

KUBOTA CONTRACT# 13400-819617

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

JEFFREY LEEK
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party) SEC-TREAS.

BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

Mail to Baldwin Service Center Inc 11.50

AA

NOV 548 REC 495

279251

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee Treffer & Associates
 Name or Names
133 Defense Hwy, Annapolis, MD 221401
 Address - Street No. City-County State Zip Code

2. Lessor The Equipment Leasing Company
Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

Konica Copier, Model# 7090RF

RECORD FEE 11.00
 POSTAGE .50
 #518540 0777 R03 T10:11
 11/28/89

Lessee:
 TREFFER & ASSOCIATES
[Signature]
 (Signature of Lessee)
[Signature]
 (Type or Print) (Include Title)
 BROUGH, E. TREFFER

Lessor:
 H. ERLE SCHAFER
 THE EQUIPMENT LEASING COMPANY, CIRCUIT COURT
[Signature]
 (Signature of Lessor)
 LINDA KAUFMAN
 Type or Print (Include Title)
 SECRETARY

To the Filing Officer: After this statement has been recorded please mail the same to: The Equipment Leasing Company, Box 307, Riderwood, Maryland 21139.



1150

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

Treffer & Associates

Name or Names

133 Defense Hwy, Annapolis, MD 221401

Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

Konica Copier, Model# 7090RF

Lessee:

TREFFER & ASSOCIATES

[Signature]
(Signature of Lessee)

BROUGH E. TREFFER
(Type or Print) (Include Title)

BROUGH E. TREFFER

Lessor:

THE EQUIPMENT LEASING COMPANY

[Signature]
(Signature of Lessor)

LINDA KAUFMAN
Type or Print (Include Title)
SECRETARY

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, , Box 307, Riderwood, Maryland 21139.

Mail to: Equipment Leasing Co

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 10-23-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Building Supply Corp.
Address 815 Central Ave., Linthicum Heights, MD.

2. SECURED PARTY

Name Celotex Corporation
Address 2700 Cumberland Parkway, Suite 330
Atlanta, GA. 30339

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory and accounts receivable arising from the sale of Acoustical Ceiling Tile for incorporation in the Research Center Job at 2275 Research Blvd., Rockville, MD.

RECORD FEE 11.00
#518690 C777 R03 T10:18
11/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
Research Center Job located at 2275 Research Blvd., Rockville, MD.
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Steven G. Doehring, Pres.

Steven G. Doehring, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Richard C. Russell

Richard C. Russell, Celotex Corp.
Type or Print Above Signature on Above Line

Mail to Celotex Corp

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279256

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 10-23-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Building Supply Corp.

Address 815 Central Ave., Linthicum Heights, MD.

2. SECURED PARTY

Name Celotex Corporation

Address 2700 Cumberland Parkway, Suite 330

Atlanta, GA. 30339

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory and accounts receivable arising from the sale of Acoustical Ceiling Tile for incorporation in the One Cambridge Court Project at 8110 Gatehouse Road, Falls Church, VA.

RECORD FEE 11.00
#518700 C777 R03 T10:19
11/28/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

One Cambridge Court Project in Falls Church, VA., located at 8110 Gatehouse Road.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Steven G. Doehring Pres.
(Signature of Debtor)

Steven G. Doehring, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Richard C. Russell, Celotex Corporation
Type or Print Above Signature on Above Line

Mail to Celotex Corp

FINANCING STATEMENT

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

Check below if goods are or are to become fixtures

TO BE RECORDED IN LAND RECORDS

This Financing Statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Maturity date (if any) _____

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State	Zip
--	-----	--------	------	-------	-----

Apres-Peau, Inc.		6230-36 Rolling Road,	West Springfield,	Virginia	22152
		6201 Arlington Boulevard,	Falls Church,	Virginia	22040
		5218 Loehmann's Plaza,	Rockville,	Maryland	20853

See Schedule B attached hereto and made a part hereof.

Name of Secured Party or assignee	No.	Street	City	State	Zip
-----------------------------------	-----	--------	------	-------	-----

DOMINION BANK OF WASHINGTON, NATIONAL ASSOCIATION		927 15th Street,	N.W.,	Washington, D.C.	20005
---	--	------------------	-------	------------------	-------

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

A blanket lien on all the Debtor's business assets as more fully described in the Schedule A attached hereto and made a part hereof.

RECORD FEE 13.00
 POSTAGE .50
 #518750 C777 R03 T10:25
 11/28/89

(If affixed to realty - state value of each article)

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty - state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) CHECK APPLICABLE BOX
 The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$500,000.00 PAID TO STATEMENT DEPARTMENT OF ASSESSMENTS & TAXATION.

Debtor(s) or assignor(s)

Apres-Peau, Inc.

By: _____

(Type or print name under signature)

Secured Party or assignee

DOMINION BANK OF WASHINGTON,
NATIONAL ASSOCIATION

(Corporate, Trade or Firm Name)

By: _____

Signature of Secured Party or Assignee

Philip C. Williams, Senior Vice President

(Owner, Partner of Officer and Title)
(Signatures must be in ink)

Mail to DBM 114 Dominion Bank Washington

DOMINION BANK OF WASHINGTON, NATIONAL ASSOCIATION
927 15th Street, N. W.,
Washington, D. C. 20005, Attn: Donna M. McClurkin

RETURN TO:

1350

SCHEDULE "A"

All the furniture, fixtures, machinery, equipment (excluding titled motor vehicles), supplies, inventory and all other chattel of the Debtor, now or hereafter used by the Debtor in conjunction with its business of every kind and description, whether tangible or intangible or whether now or hereafter existing, owned or acquired, which shall include raw materials and work in process, and the products and accessions of and to any thereof; and

All monies and claims for money due or to become due to the Debtor under all of the Debtor's present and future Accounts, contract rights, chattel paper and general intangibles as those terms are defined in the Uniform Commercial Code, and proceeds thereof.

Apres-Peau, Inc.

By: Richard L. Duffin

SCHEDULE B

THIS SCHEDULE B is attached hereto and made a part hereof a Financing Statement by and between Dominion Bank of Washington, National Association, a national banking association and Apres-Peau, Inc.

Name(s) of Debtor(s) or assignor(s) Continued

Pan Am Shopping Center
3077 Nutley Street
Fairfax, Virginia 22031

14268 Baltimore Avenue
Laurel, Maryland 20707

2315 East Forest Drive
Annapolis, Maryland 21401

888 17th Street, N. W.
Washington, D.C. 20036

6744 Gravel Avenue
Alexandria, Virginia 22310

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 11/6/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE:

Name David B. Mitchell
Address 108 Poplar Rd, Riva MD 21140

2. ~~SECURED PARTY~~ LESSOR:

Name TELMARK INC.
Address P. O. Box 4943, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Hustler 400 Mower

Name and address of Assignee

This is a lease transaction and filing is made for informational purpose only.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

David Mitchell
(Signature of Debtor) LESSEE
David B. Mitchell
Type or Print Above Name on Above Line

(Signature of Debtor) LESSEE
Type or Print Above Signature on Above Line

TELMARK INC.
Linda Wiggins
(Signature of Secured Party) LESSOR
Linda Wiggins
Type or Print Above Signature on Above Line

Mail to TelMARK Inc

11
35.00

548 503

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)
Applied Industrial Materials Corporation (formerly IMC Industries Group, Inc.)
421 E. Hawley Street
Mundelein, IL 60060

2 Secured Party(ies) and address(es)
The First National Bank of Boston
100 Federal Street
Boston, MA 02110

For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#518830 0777 R03 T10:30

4 This statement refers to original Financing Statement No. 268753, Bk515, Pg 101 Dated 11/28/89
Date filed: 6, 19 87 Filed with Anne Arundel County, MD

- 5 Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is ~~terminated~~ *terminated*.
- 6 Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

H. EDLE SCHAFER
AA CO. CIRCUIT COURT
RECEIVED
2 PM 10 02
FILING OFFICE
ANN ARUNDEL COUNTY
MARIETTA

.....
.....
Signature(s) of Debtor(s) if an Amendment
Dated:, 19

..... THE FIRST NATIONAL BANK OF BOSTON

[Signature]
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY-ALPHABETICAL

UCC-37

Mail to
Applied Industrial Materials Corp



545 514

279259

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)
CYCLE CITY CORP. t/a
Marc's Honda CAGIVA
DUCATI HUSQUARNA
22 HAMMONDS LANE
Baltimore, MD. 21225

2 Secured Party(ies) and address(es)
Cycle Experts
4101 ASHLAND AVENUE
BALTIMORE, MD. 21205

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property

Motorcycle accessories
See Security Agreement Attached

5 Assignee(s) of Secured Party and Address(es)

RECORD FEE 14.00
POSTAGE .50
#518840 C777 R03 110:31
11/28/89



H. ERLE SCHAFER
AA CO. CIRCUIT COURT

NO RECORDATION TAXES REQUIRED

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

CYCLE CITY CORP. t/a MARC'S HONDA CAGIVA
DUCATI HUSQUARNA

CYCLE EXPERTS

By *Marc H. Seidler*
Signature of Debtor(s)
Title

By *Robert Y. Anderson*
Signature(s) of Secured Party(ies)
Title

GENERAL MANAGER

STANDARD FORM - FORM UCC-9

548-515

NO RECORDATION TAXES REQUIRED

SECURITY AGREEMENT

This SECURITY AGREEMENT, made this eight day of November, 1989, by and between CYCLE EXPERTS, INC. (hereinafter referred to as SECURED PARTY) and CYCLE EXPERTS, 4101 ASHLAND AVENUE
BALTIMORE, MD. 21205
(hereinafter referred to as DEBTOR) and DEBTOR is located at the following address or addresses,
CITY CYCLE CORP. t/a MARC'S HONDA CAGIVA DUCATI HUSQUARNA
22 HAMMONDS LANE, BALTIMORE, MARYLAND 21225

EXPLANATORY STATEMENT

WHEREAS, SECURED PARTY is in the business of the wholesale distribution of motorcycle parts and accessories;
WHEREAS, DEBTOR is in the business of Retail sale of motorcycle parts and accessories

WHEREAS, DEBTOR desires to make purchases from secured party on credit;

WHEREAS, in consideration of the mutual promise and covenants stated in this SECURITY AGREEMENT, the parties hereby agree to the following all effective as of the date hereof:

1. GRANTING OF SECURITY INTEREST: DEBTOR hereby grants to secured party a security interest in all of DEBTOR'S inventory described as follows.

All motorcycle parts and accessories of any kind, nature or description that are supplied to DEBTOR hereby or purchased by DEBTOR from SECURED PARTY.

The security interest granted herein covers goods that meet the above description now owned by the DEBTOR and which are hereafter during the term of this SECURITY AGREEMENT acquired by DEBTOR.

2. PROCEEDS: The security interest granted herein covers the proceeds of all inventory covered by this SECURITY AGREEMENT.

3. SELLING ON CREDIT: In consideration of DEBTOR granting the security interest stated in this SECURITY AGREEMENT, SECURED PARTY may elect, within the discretion of SECURED PARTY, to sell motorcycle parts and accessories to DEBTOR without DEBTOR having to pay for the goods purchased at or before the time of purchase and the granting of the security interest herein is to induce SECURED PARTY to sell to DEBTOR as aforementioned.

The security interest granted herein by DEBTOR is in consideration of each credit sale SECURED PARTY may make to DEBTOR and to provide a continuing security interest to SECURED PARTY to secure payment by DEBTOR of all obligations of DEBTOR to SECURED PARTY.

This SECURITY AGREEMENT is in no way to be construed to require SECURED PARTY to sell to DEBTOR without DEBTOR first paying for the goods purchased at or before the time of purchase as SECURED PARTY expressly reserves the right to at any time cease selling to DEBTOR on credit with respect to any purchase as SECURED PARTY expressly reserves the right to at any time cease selling to DEBTOR on credit with respect to any purchase sought to be made by DEBTOR and require DEBTOR at any time to pay for any goods purchased at or before the time of purchase and before any goods are delivered to DEBTOR by SECURED PARTY. Furthermore, SECURED PARTY reserves the right within its sole discretion to not sell on credit to DEBTOR should DEBTOR seek to purchase goods and DEBTOR cannot pay for said goods at or before the time of purchase. The aforementioned rights are strictly reserved to SECURED PARTY regardless of the number of credit purchases SECURED PARTY may have previously or at any time made to DEBTOR.

Each sale of goods which DEBTOR requests of SECURED PARTY without DEBTOR having to pay for the goods at or before the time of purchase is made within the sole discretion of SECURED PARTY as elected by SECURED PARTY and shall be evidenced by any sales agreements or other documents required by SECURED PARTY upon the terms and conditions as agreed upon by the parties.

4. PAYMENT FOR INVENTORY BY DEBTOR: DEBTOR agrees to pay for inventory purchased on credit from SECURED PARTY as per the terms of any invoice(s) covering each respective purchase by DEBTOR from SECURED PARTY.

At the request of SECURED PARTY, DEBTOR shall assign and endorse proceeds to SECURED PARTY that are for inventory covered by this SECURITY AGREEMENT such that SECURED PARTY shall have the full power to collect, compromise, endorse, sell or otherwise deal with the proceeds in its own name or in the name of DEBTOR. SECURED PARTY may, within its discretion, apply cash proceeds to the payment of the obligations secured by this SECURITY AGREEMENT in such order as SECURED PARTY elects.

With respect to proceeds in the form of accounts, DEBTOR agrees that SECURED PARTY may at any time notify the account debtors that the accounts shall be paid to SECURED PARTY and upon request of SECURED PARTY, DEBTOR shall so notify its account debtors and shall indicate on all invoices to account debtors that the accounts are payable to SECURED PARTY.

5. LOCATION OF INVENTORY: The inventory covered by this SECURITY AGREEMENT is kept at the following location or locations:

22 Hammonds Lane, Baltimore, Maryland 21225

DEBTOR shall not permit inventory which is subject to the SECURITY AGREEMENT to be kept or stored, either temporarily or permanently, at any other location without the prior written consent of SECURED PARTY.

6. DEBTOR AS CORPORATION: DEBTOR hereby affirmatively states that if DEBTOR is a corporation, DEBTOR is duly organized under the laws of the State of _____ and that DEBTOR is qualified to do business in every state in which it is conducting business.

7. AUTHORITY OF DEBTOR: DEBTOR hereby affirmatively states that it has the authority to enter into this SECURITY AGREEMENT and such is not in violation of any other agreement or undertaking to which DEBTOR is a party nor, should DEBTOR be a corporation, in violation of any of DEBTOR'S corporate documents.

8. OTHER SECURITY INTERESTS AND LIENS: DEBTOR hereby states that with respect to the inventory and proceeds thereof covered by this SECURITY AGREEMENT, there are no other security agreements, security interests, liens or encumbrances that cover or apply to said inventory or proceeds. DEBTOR hereby states that he shall keep the inventory and proceeds covered by this SECURITY AGREEMENT free from any and all adverse liens, security agreements, security interests and encumbrances.

DEBTOR hereby states that he will defend at the expense of DEBTOR the inventory and proceeds covered by this SECURITY AGREEMENT against all claims and demands from any and all persons, corporations, partnerships or entities claiming them or any interest in them.

DEBTOR agrees to timely pay all taxes and assessments for the inventory and proceeds covered hereunder.

9. FINANCIAL INFORMATION OF DEBTOR: DEBTOR hereby affirmatively states that all financial statements, certificates and other information concerning DEBTOR'S financial condition, the amount and state of DEBTOR'S inventories and proceeds which DEBTOR has furnished to SECURED PARTY are true and correct and shall be deemed by the parties to have been furnished by DEBTOR for the purpose of obtaining credit or an extension of credit.

10. LOSS OR DEPRECIATION OF INVENTORY: DEBTOR shall immediately notify SECURED PARTY of any event causing loss or depreciation in value of the inventory covered by this SECURITY AGREEMENT and the amount of any such loss or depreciation. Furthermore, DEBTOR hereby agrees to use his best efforts to keep the inventory covered by this SECURITY AGREEMENT in good condition and agrees not to waste or destroy any of said inventory.

11. INSURANCE: DEBTOR shall at all times maintain at the expense of DEBTOR insurance with respect to all the inventory covered by this SECURITY AGREEMENT against risks of fire (including so-called extended coverage), weather, natural disaster, theft, sprinkler leakage and other water damage and any and all other risks which SECURED PARTY requires. In the case of motor cycles of any kind, DEBTOR in addition to insuring against the aforementioned risks shall also insure for collision. The aforementioned insurance to be maintained by DEBTOR must be on such terms and with such insurance companies as is satisfactory to SECURED PARTY. The proceeds from any and all such insurance policies shall be made payable to SECURED PARTY and DEBTOR as their respective interests may appear. All policies shall require ten (10) days written minimum cancellation notice to SECURED PARTY and at the request of SECURED PARTY, shall be delivered to and held by SECURED PARTY.

12. INSPECTION OF INVENTORY: SECURED PARTY has the right to inspect and examine the inventory covered by this SECURITY AGREEMENT wherever it may be located and to examine, inspect and make extracts from DEBTOR'S books and records at reasonable times.

13. USE OF INVENTORY BY DEBTOR: Until default by DEBTOR, DEBTOR may use and sell said inventory covered by this SECURITY AGREEMENT in the ordinary course of business and in any lawful manner not inconsistent with this SECURITY AGREEMENT nor with any terms and condition of insurance. However, a sale in the ordinary course of business does not include a transfer made in satisfaction of indebtedness.

14. FINANCING STATEMENTS: At the request of SECURED PARTY, DEBTOR shall join with SECURED PARTY in executing one or more financing statements under the Uniform Commercial Code.

Without the prior written permission of SECURED PARTY, DEBTOR shall not allow an adverse financing statement covering inventory or proceeds to be on file in any public office.

15. DEFAULT: DEBTOR shall be in default of this SECURITY AGREEMENT upon the occurrence of any one of the following:

- a. Failure of DEBTOR to perform any one of the terms, conditions, items, obligations or paragraphs of this SECURITY AGREEMENT.
- b. If DEBTOR made any false representations to SECURED PARTY in connection with the making of this SECURITY AGREEMENT.
- c. Waste or destruction of the inventory by DEBTOR.
- d. Any other security interest, encumbrance or lien of any kind placed on the inventory.
- e. Failure of DEBTOR to pay for inventory as per this SECURITY AGREEMENT.
- f. Death, dissolution, termination of existence, insolvency, business failure of DEBTOR or the appointment of a receiver for any part of the property of DEBTOR or the institution of bankruptcy (under any chapter) or insolvency proceedings by DEBTOR or against DEBTOR.

Upon default by DEBTOR for any one of the above occurrences, SECURED PARTY shall have all the rights and remedies of a secured party under the Uniform Commercial Code and, in addition, all rights and remedies under this SECURITY AGREEMENT.

Upon default, at the request of SECURED PARTY, DEBTOR hereby agrees to assemble the inventory and obtain the proceeds covered by this SECURITY AGREEMENT and make them available and turn them over to SECURED PARTY.

In the case of a default by DEBTOR, DEBTOR shall pay to SECURED PARTY all suit and other expenses, court costs and attorneys fees incurred by SECURED PARTY in protecting the rights and remedies of SECURED PARTY under this SECURITY AGREEMENT.

16. DURATION OF THIS AGREEMENT: This SECURITY AGREEMENT shall remain in effect and cannot terminate until DEBTOR has performed all obligations due and owing to SECURED PARTY under this SECURITY AGREEMENT.

If at anytime SECURED PARTY has no commitment outstanding to DEBTOR AND DEBTOR has on obligations due and owing to SECURED PARTY, then either DEBTOR or SECURED PARTY may terminate this SECURITY AGREEMENT. Unless terminated at such time, this SECURITY AGREEMENT remains in effect as a continuing agreement.

17. FURTHER ASSURANCES: The parties shall, at any time and from time to time hereafter, execute, acknowledge, and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this SECURITY AGREEMENT.

18. SEVERABILITY OF CLAUSES: Should any provision of this SECURITY AGREEMENT be found, held or deemed to be unenforceable, voidable or void as contrary to law or public policy under the laws of Maryland, any other State or the Federal Government, the remaining provisions of this SECURITY AGREEMENT shall continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assigns as if this SECURITY AGREEMENT did not contain such unenforceable, voidable, or void provision.

19. MODIFICATION AND WAIVER: No modification or waiver by the parties of any of the provisions of this SECURITY AGREEMENT shall be valid unless in writing and executed with the same formality as this SECURITY AGREEMENT. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

20. ENTIRE UNDERSTANDING: This SECURITY AGREEMENT contains the entire understanding of the parties. There are no representations, inducements, warranties, promises, covenants or understandings other than those expressly set forth herein.

21. INTERPRETING THIS SECURITY AGREEMENT AND VENUE: This SECURITY AGREEMENT shall be interpreted pursuant to the laws of the State of Maryland. Also, this SECURITY AGREEMENT has been drafted by both parties and no provision of this SECURITY AGREEMENT shall be interpreted, in case of dispute, for or against one party or the other by reason of any one party being deemed the drafter.

In case there should be any legal action between the parties, DEBTOR hereby agrees that the forum for any such legal action shall be the State Courts of Maryland and DEBTOR hereby agrees to submit to jurisdiction in said State Courts for all purposes.

22. BINDING ON SUCCESSORS IN INTEREST: This SECURITY AGREEMENT may not be assigned by DEBTOR without the prior express written permission of SECURED PARTY. SECURED PARTY may assign this SECURITY AGREEMENT and does not need any permission from DEBTOR to do so. As to all provisions in this SECURITY AGREEMENT, the parties severally bind themselves, their heirs, personal representatives and assigns and this SECURITY AGREEMENT shall insure to the benefit of all of the foregoing.

23. CAPTIONS AND HEADINGS: The captions and headings throughout this SECURITY AGREEMENT are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of the SECURITY AGREEMENT, nor in any way affect this SECURITY AGREEMENT.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

[Signature]

Robert Y. Anderson
_____ (SEAL)

As *Secretary*
Of And For ROBERT Y. ANDERSON
CYCLE EXPERTS, INC.
CYCLE CITY CORP t/a MARC'S HONDA CAGIVA DUCATI HUSQUARNA

[Signature]
_____ (SEAL)

DEBTOR
MARC H. SEIDLER, PRES.

[Signature]
_____ (SEAL)

DEBTOR, PERSONALLY AND INDIVIDUALLY
MARC H. SEIDLER, PRES.

Mail to Cycle Experts

548 507

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 257238 Dated July 9, 1985

Record Reference Liber 486; Page 479

2. DEBTOR is:

Name: Cully, Norman T. t/a Norman T. Cully Const. Co.
(Last Name First)

Address: 811 Bestgate Road, Annapolis, Maryland 21401

RECORD FEE 10.00
POSTAGE .50
#518850 C777 R03 110:32
11/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. SECURED PARTY is:

Name: Alban Tractor Co., Inc.

Address: 8531 Pulaski Highway, Baltimore, Maryland 21237

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, Maryland 21237
Attention: Mark N. Welsh

SECURED PARTY:

ALBAN TRACTOR CO., INC.

Date: Nov 9, 19 89

By: Mark N. Welsh
(Title)

Mail to

10550

548 508

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

For Filing Officer (Date, Time and Filing Office)

BLUME'S ENTERPRISES
GLEN BURNIE MD

Maremont Marketing Inc
1283 Murfreesboro Rd
Nashville TN 37217

240859



RECORD FEE 10.00

POSTAGE .50

#510880 0777 R03 T10:34

4. This statement refers to original Financing Statement bearing File No.

12-18-81

Filed with

ANNE ARUNDEL CO

Date Filed

19

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

ALL RIGHTS UNDER THIS FINANCING STATEMENT

ASSIGNEE: Maremont Corporation
1283 Murfreesboro Road
Nashville, TN 37217

MAIL TO

No. of additional Sheets presented:

By: 105
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Waverna Powell
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

FORM 548 PRE-5119

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

J L V ENTERPRISES
ANNAPOLIS MD

2. Secured Party(ies) and address(es)

Maremont Marketing Inc
1283 Murfreesboro Rd
Nashville TN 37217

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50

518890 0777 R03 T10:34
11/28/89

4. This statement refers to original Financing Statement bearing File No. 261424

Filed with ANNE ARUNDEL Date Filed 4-21-86 19

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. ALL RIGHTS UNDER THIS FINANCING STATEMENT

ASSIGNEE: Maremont Corporation
1283 Murfreesboro Road
Nashville, TN 37217

Mail to

No. of additional Sheets presented:

Maremont Marketing Inc.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Janessa Powell
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

545-510

279260

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated 11-21-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Aversa, Vincent Jr. dba Vince's Del.
Address 4 Village Green, Crofton, Md. 21114

2. SECURED PARTY

Name HOBART CORPORATION
Address Executive Offices Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

On-(1) 1712 Slicer -Used

CONDITIONAL SALES CONTRACT
Secured Party is Seller

RECORD FEE 12.00
#518900 0777 R03 T10:34
11/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Annapolis # 204522

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Alice J. Grigsby Attorney in Fact
(Signature of Debtor) Alice J. Grigsby
Aversa, Vincent Jr, dba Vince's Del.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Janice E. Lassiter
Type or Print Above Signature on Above Line
Janice E. Lassiter

Mail to HOBART CORP

125

FINANCING STATEMENT

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

Check below if goods are or are to become fixtures

TO BE RECORDED IN LAND RECORDS

This Financing Statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Maturity date (if any) _____

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State	Zip
--	-----	--------	------	-------	-----

The Complement, Inc.		1652 K Street, N.W.,	Washington, D.C.		20006
		1984 M Street, N.W.,	Washington, D.C.		20036
		5148 Nicholson Lane,	Rockville, Maryland		20895

See Schedule B attached hereto and made a part hereof.

Name of Secured Party or assignee	No.	Street	City	State	Zip
-----------------------------------	-----	--------	------	-------	-----

DOMINION BANK OF WASHINGTON, NATIONAL ASSOCIATION		927 15th Street, N.W.,	Washington, D.C.		20005
---	--	------------------------	------------------	--	-------

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

A blanket lien on all of Debtor's business assets as more fully described in the Schedule A attached hereto and made a part hereof.

RECORD FEE 13.00
 POSTAGE .50

(If affixed to realty—state value of each article)

#518940 CTT7 R03 T10:37

CHECK LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

11/28/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) CHECK APPLICABLE BOX
 The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$500,000.00 PAID TO THE STATE DEPARTMENT OF ASSESSMENTS & TAXATION

Debtor(s) or assignor(s)	Secured Party or assignee
The Complement, Inc.	DOMINION BANK OF WASHINGTON, NATIONAL ASSOCIATION (Seal)
	(Corporate, Trade or Firm Name)

By: <u>Arnold L. Broffin, President</u>	By: <u>Philip C. Williams, Senior Vice President</u>
	Signature of Secured Party or Assignee

(Type or print name under signature)	(Owner, Partner or Officer and Title)
	(Signatures must be in ink)

DBM 114

Mail to Dominion Bank Washington

1350



548 512

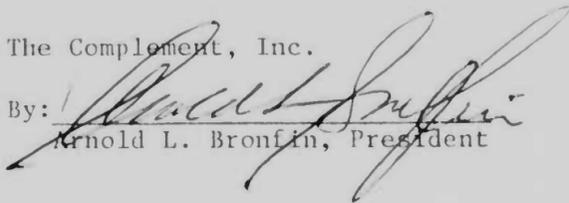
SCHEDULE "A"

All the furniture, fixtures, machinery, equipment (excluding titled motor vehicles), supplies, inventory and all other chattel of the Debtor, now or hereafter used by the Debtor in conjunction with its business of every kind and description, whether tangible or intangible or whether now or hereafter existing, owned or acquired, which shall include raw materials and work in process, and the products and accessions of and to any thereof; and

All monies and claims for money due or to become due to the Debtor under all of the Debtor's present and future Accounts, contract rights, chattel paper and general intangibles as those terms are defined in the Uniform Commercial Code, and proceeds thereof.

The Complement, Inc.

By:


Arnold L. Bronfin, President

SCHEDULE B

THIS SCHEDULE B is attached hereto and made a part hereof a Financing Statement by and between Dominion Bank of Washington, National Association, a national banking association and The Complement, Inc.

Name(s) of Debtor(s) or assignor(s) Continued

6230 Rolling Road
West Springfield, Virginia 22152

2924-A Chain Bridge Road
Oakton, Virginia 22124

1623 Crystal Square Arcade
Arlington, Virginia 22202

2960 Gallows Road
Falls Church, Virginia 22042

14272 Baltimore Avenue
Laurel, Maryland 20702

6201 Arlington Boulevard
Falls Church, Virginia 22040

2311 East Forest Drive
Annapolis, Maryland 21401

Mail to

Dominion Bank Washington

548 145514

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any): GULFCST 1

1. Debtor(s) (Last Name First) and address(es)

Trans-American Leasing Corp.
The Steffey Bldg. #200-B
407 Crain Highway
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)

Assignee:
Baltimore Federal Financial,
P.O. Box 116 F.S.A.
Baltimore, MD 21203

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50



#518980 0777 R03 T10:41
11/28/89

4. This statement refers to original Financing Statement bearing File No. Folio# 130
262788 Book# 500
Filed with Anne Arundel Date Filed July 18 19 86

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still in effect.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

H. ERLE SCHAEFER

CIRCUIT COURT

No. of additional Sheets presented:

Assignee:
Baltimore Federal Financial, F.S.A.

By: [Signature]
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mail to
Trans American Leasing Corp

545 515

279262

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Eastern Contracting, Inc.
Address P.O. Box 826, Stevensville, MD 21666

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090
West Des Moines, Iowa, 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- New John Deere 755 Utility Tractor, MFWD, Turf Tires
- New 6ft York Rake SN# 6855

RECORD FEE 11.00
 POSTAGE .50
 #518990 C777 R03 T10:41
 11/28/89
 SN# M00744 DEBBE SCHAFER
 AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Eastern Contracting, Inc.
(Signature of Debtor)

Eastern Contracting, Inc.
Type or Print Above Name on Above Line

Diane S. Piazza
(Signature of Debtor)

Diane S. Piazza
Type or Print Above Signature on Above Line

John Deere Company
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

1/90

Mail to
John Deere Co

BOOK 548 PAGE 516

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

William Thurman 3rd

BY Linda Renuite CSR

Dated: Nov 9, 19 89

LINDA RENUITE CSR

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19 1209 (REV. 11 80)



RECORD FEE 10.00

POSTAGE .50

#519010 0777 R03 110:42

11/28/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Book 539 page 14

1050

1050

1050

Mail to
Avco Financial Services

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274431

RECORDED IN LIBER 531 FOLIO 557 ON 9/7/88 (DATE)

1. DEBTOR

Name VSI Technologies, Inc.

Address 5633 Belle Grove Road, P.O. Box 2878, Brooklyn Park, MD 21112

RECORD FEE 10.00
POSTAGE .50

11/23/89 2577 R03 T10:4

2. SECURED PARTY

Name Mercantile-Safe Deposit and Trust Company

Address 2 Hopkins Plaza, 5th Floor, Baltimore, MD 21201

H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

Attn: Brendon F. Shea

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

Mercantile-Safe Deposit and Trust Company

Dated 11-17-89

By: Brendon F. Shea
(Signature of Secured Party)

Brendon F. Shea

Type or Print Above Name on Above Line

1050

mail to VSI Technologies Inc

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274433

RECORDED IN LIBER 531 FOLIO 567 ON 9/7/88 (DATE)

1. DEBTOR

Name VSI Technologies, Inc.
Address 5633 Belle Grove Road, P.O. Box 2878, Brooklyn Park, MD 21225

2. SECURED PARTY

Name Mercantile-Safe Deposit and Trust Company
Address 2 Hopkins Plaza, 5th Floor, Baltimore, MD 21201
Attn: Brendon F. Shea
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

RECORD FEE 1.00
 RECORD FEE 9.00
 POSTAGE .50
 #519040 C777 R03 T10:44
 11/28/89
 H. ERLE SCHAFFER
 AA CO. CIRCUIT COURT

Mercantile-Safe Deposit and Trust Company

Dated 11-17-89

By: Brendon F. Shea
(Signature of Secured Party)

Brendon F. Shea

Type or Print Above Name on Above Line

1560 Mail to VSI Technologies Inc

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274434

RECORDED IN LIBER 531 FOLIO 570 ON 9/7/89 (DATE)

1. DEBTOR

Name Industrial Water Blasting, Inc.
Address 809 D Barkwood Court, Linthicum Heights, Maryland 21090

2. SECURED PARTY

Name Mercantile-Safe Deposit and Trust Company
Address 2 Hopkins Plaza, 5th Floor, Baltimore, Maryland 21201
Attn: Brendon F. Shea, Vice President

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#519050 0777 R03 T10:45
11/29/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Mercantile-Safe Deposit and Trust Company

Dated 11-17-89

By: Brendon F. Shea
(Signature of Secured Party)

Brendon F. Shea

Type or Print Above Name on Above Line

1580

Matt to Industrial Water Blasting Inc

STATE OF MARYLAND

ANNE ARUNDEL COUNTY
SXBXXT.

548 520

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274432

RECORDED IN LIBER 531 FOLIO 562 ON 9/7/88 (DATE)

1. DEBTOR

Name Industrial Water Blasting, Inc.
Address 809 D Barkwood Court, Linthicum Heights, Maryland 21090

2. SECURED PARTY

Name Mercantile-Safe Deposit and Trust Company
Address 2 Hopkins Plaza, 5th Floor, Baltimore, Maryland 21201

Attn: Brendon F. Shea, Vice President

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#519060 0777 R03 T10:45
11/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Mercantile-Safe Deposit and Trust Company

Dated 11-17-89

By: Brendon F. Shea
(Signature of Secured Party)
Brendon F. Shea

Type or Print Above Name on Above Line

15th Mail to Industrial Water Blasting Inc

116
548 521

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 277493 Dated June 2, 1989
Record Reference Book 542 Page 25

2. DEBTOR is:

Name: Tremont-Duet, Incorporated (Last Name First) RECORD FEE 10.00
Address: 1822 Worcester Street, Baltimore, MD 21230 POSTAGE .50
#519070 0777 R03 710:48
11/28/89

3. SECURED PARTY is:

Name: Dairy King, Inc. H. ERLE SCHAFER
AA CO. CIRCUIT COURT
Address: 3123 Old Post Road, Baltimore, MD 21208

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

Mail to
RETURN TO: David M. Fleishman, Esquire
2 Hopkins Plaza
1800 Mercantile Bank & Trust Building
Baltimore, MD 21201

SECURED PARTY:

Dairy King, Inc.

Date: November 2, 19 89

By: Murray Goldstein (Title)
Murray Goldstein, President

UCC-7

105

STATE OF MARYLAND

548 522

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277923

RECORDED IN LIBER _____ FOLIO _____ ON 7/11/89 with Anne Arundel County
Book 543, Page 318

1. DEBTOR

Name Reliable Contracting Company, Inc.
Address Box 1 Churchview Road, Millersville, Maryland 21108

2. SECURED PARTY

Name Dresser Finance Corporation
Address 3201 North Wolf Road
Franklin Park, IL 60131

RECORD FEE 10.00
POSTAGE .50
#519600 0777 R03 T11:43
11/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

1-New Dresser Dozer, S/N 5149, Model TD8-G

Assign to: Dresser Credit Corporation
3201 North Wolf Road
Franklin Park, IL 60131

Mail to

Dated 11/1/89

[Signature]
(Signature of Secured Party)

Dresser Finance Corporation

Type or Print Above Name on Above Line

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$100,000.00

1. Name of Debtor(s): T-P Services, Inc.
Address: 2 Robinson Road
Severna Park, MD 21146

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: XXXXXXXXXXXXXXXXXXXXXXXX
Silver Spring, Maryland 20910
2001 Davidsonville Rd.-2nd Floor
Crofton, MD 21114

3. This Financing Statement covers the following types (or items) of property:

See Exhibit "A"

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): T-P Services, Inc.
Paul E. Wolfkill
Paul E. Wolfkill, President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND

By: *Jeffrey B. Armiger*
Jeffrey B. Armiger, MVP
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Under penalty of perjury, we hereby certify that recordation tax in the amount of \$ 100,000.00 was paid in the Land Records office of Anne Arundel County.

100
708

548 521

FINANCING STATEMENT

BY

T-P SERVICES, INC., Debtor

AND

FIRST AMERICAN BANK OF MARYLAND, Secured Party

This Financing Statement covers the following types (or items) of property (the "Collateral"):

- a) All inventory of Debtor, whether now owned or hereafter acquired;
- b) All equipment of Debtor, whether now owned or hereafter acquired;
- c) All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired;
- d) Leasehold improvements on property located at: 2 Robinson Road, Severna Park, Maryland 21146 and 10 Dover Road, Glen Burnie, Maryland 21061;
- e) Together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

The real estate upon which the collateral is now or may hereafter be located (collectively, the "Property") is commonly known as: 2 Robinson Road, Severna Park, Maryland 21146 and 10 Dover Road, Glen Burnie, Maryland 21061.

Mail to First American Bank MP

545 525

279264

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 10/31/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ABC Rent A Car
Address 401 S. Camp Meade Road, Linthicum, Maryland 21090

2. SECURED PARTY

Name Chrysler Credit Corporation
Address P.O. Box 995
Greenfarms, Ct. 06436
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#519950 CT77 R03 T15424
11/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See attached Exhibit A
"Attachment A Description of types (or items) of property."

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mark Walzer
(Signature of Debtor)

Mark Walzer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

J. Blevins
(Signature of Secured Party)

J. Blevins
Type or Print Above Signature on Above Line

11-50

EX-548-526

Exhibit A

"Attachment A Description of Types (or Items) of Property"

"This financing statement covers and the debtor hereby grants to the secured party a security interest in:

- 1) All Inventory of goods leased or to be leased, including but not limited to passenger cars, motor vehicles, motor trucks, mobile homes, campers and motor homes, all Chattel Paper, Accounts (whether or not earned by performance), Contract Rights and General Intangibles whether now owned or hereafter acquired, together with all additions and accessions thereto; and
- 2) All Proceeds of lease or sale or other disposition of all Inventory, Chattel Paper, Accounts (whether or not earned by performance), Contract Rights and General Intangibles including but not limited to Insurance Proceeds relating thereto, Money, Chattel Paper, Goods including without limitation motor vehicles received in trade, Contract Rights, Accounts whether or not earned by performance, Documents, Instruments, General Intangibles, Claims and Tort Recoveries relating thereto."

Mail to

Chrysler Credit Corp

545 PAGE 527

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242818

RECORDED IN LIBER 450 FOLIO 330 ON June 4, 1982 (DATE)

1. DEBTOR

Name Motorcars & Lorries Ltd., DBA ABC Rent A Car
Address 401 S. Camp Meade Road, Linthicum, Maryland 21090

2. SECURED PARTY

Name Chrysler Credit Corporation
Address P.O. Box 995, Greenfarm, Ct 06436
P.O. Box 626, Greenbelt, Md. 20777
Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

POSTAGE .50
#519960 C777 R03 T15:24
11/28/87

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

"Amending original financing statement number 242818 dated June 4, 1982 to indicate a change debtors trade style.

From: Motorcars & Lorries, Ltd.
DBA United States Associated
Rent a Car Systems

To: Motorcars & Lorries, Ltd.
DBA ABC Rent A Car

TRIE SCHAFFER
CIRCUIT COURT

Motorcars & Lorries, Ltd., DBA
ABC Rent A Car

By: [Signature]

Dated _____

[Signature]
(Signature of Secured Party)
J. Blevins
Print or Print Above Name on Above Line

1554

Mail to:

Motorcars + Lorries LTD etc

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name D & D Auto Body, Inc
Address 1994 Moreland Parkway #13, Annapolis, MD 21401 RECORD FEE 11.00

2. SECURED PARTY

Name Chief Automotive Systems, Inc POSTAGE .50
Address 1924 East Fourth Street, Grand Island, NE 68801 #520080 0777 R03 T15432 11/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"Purchase Money Security Interest In:" One Chief E-Z Liner Frame Straightener manufactured by Chief Automotive Systems Inc. S/N 60764 used by Debtor in its business, and all accessories, parts and equipment installed on and with the machine at the time of installation, all replacements or substitutions of any thereof, and all proceeds of all of the foregoing.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Agent of D+D Dow Kneass Pres
(Signature of Debtor)

D & D Auto Body, Inc
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Manager
(Signature of Secured Party)

Chief Automotive Systems, Inc
Type or Print Above Signature on Above Line

Mail to Chief Automotive Systems Inc



040256

548-530

279267

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 46,855.60
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Ferguson Trenching Co., Inc.

123 Revell Highway
Annapolis, Maryland 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Michigan L-70 Loader S/N 60633

12/29/89 11.00

12/29/89 468.00

12/29/89 2.00

12/29/89 119.22

12/29/89

12/29/89

12/29/89

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
- Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Ferguson Trenching Co., Inc.

Secured Party (or Assignee)

By: [Signature] V.P.

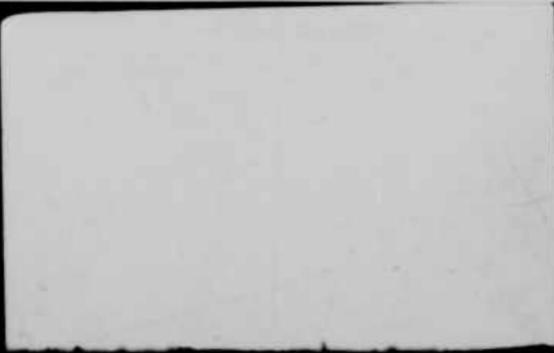
FARMERS NATIONAL
BANK OF MARYLAND

BY [Signature]

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

1/100
46,855.60



040272

548-531

279263

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Woolford's Garage, Inc.

1405 Odenton Road
Odenton, MD 21113

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All accounts, inventory and equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts, inventory and equipment.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

MAR 20 11 20
 MAR 20 11 20
 MAR 20 11 20
 MAR 20 11 20
 H. LESTER SHAWLER
 22 10 11 20 11 20

Debtor (or Assignor)
 Woolford's Garage, Inc.
Bruce M. Woolford
 Bruce M. Woolford, President

Secured Party (or Assignee)
 FARMERS NATIONAL
 BANK OF MARYLAND

BY *Bill Bedwell*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND 21401

1/10



... 548 - 532

279270

FINANCING STATEMENT

TO BE RECORDED AMONG
THE FINANCING STATEMENTS RECORDS
OF ANNE ARUNDEL COUNTY



This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Marguerite M. VillaSanta, as Trustee under a Trust Agreement dated January 18, 1961, as amended, Frank C. Marino, Grantor
1531 Light Street
Baltimore, Maryland 21230
Attn: Mario F. VillaSanta

2. NAME AND ADDRESS OF SECURED PARTY: Maryland National Bank
10 Light Street
Baltimore, Maryland 21202
Attn: Real Estate Industries Group

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority.

18/89



letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated November 29, 1989 (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and Constance M. Creamer, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right

MHW/vaa 11/29/89

548-531

A:MHW35.FIS

to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTOR:

Marguerite M. VillaSanta
Marguerite M. VillaSanta, as Trustee
under a Trust Agreement dated
January 18, 1961, as amended, Frank
C. Marino, Grantor

Filing Officer: After recordation, please return this Financing Statement to:

Marjorie H. Wax, Esquire
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

548-535

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME at a point now in the bed of Hammonds Lane, said point being the beginning point of that land which by deed dated May 13, 1960 and recorded among the Land Records of Anne Arundel County in Liber GMC1391 Folio 317 was conveyed by Raymond M. Wheat, Trustee to the C.M.V. Company and running, thence with part of the first line of said land in the bed of Hammonds Lane

- 1) North 87° 25' 57" East 239.96 feet to a point on the west end of that strip or parcel of land conveyed by Southview Shopping Center, Inc. to Anne Arundel County by deed dated December 5, 1973 and recorded among the Land Records of Anne Arundel County in Liber 2664 Folio 535 and running, thence with the outline of said parcel
- 2) North 02° 34' 03" West 21.00 feet, thence
- 3) 305.08 feet along a curve to the left having a radius of 3963.00 feet and a chord of North 85° 13' 38" East 305.00 feet, thence
- 4) North 83° 01' 19" East 341.83 feet, thence
- 5) North 44° 36' 14" East 37.00 feet to a point on the east side of Ritchie Highway seventy feet wide as shown on S.R.C. Right-of-Way Plat #1785, said point being on the first line of that parcel of land conveyed by William H. Lehr to Southview Shopping Center, Inc. by deed dated April 2, 1971 and recorded among the Land Records of Anne Arundel County in Liber 2399 Folio 597 and running, thence with said first line and all of the fourth line of the first above mentioned land
- 6) North 05° 16' 00" East 394.53 feet, thence leaving Ritchie Highway and running with the sixth and seventh lines of this land
- 7) North 85° 04' 32" West 889.69 feet, thence
- 8) South 05° 33' 24" West 597.02 feet to the point of beginning containing 10.443 acres of land, more or less.

BEING THAT LAND conveyed by Raymond M. Wheat, Trustee to C.M.V. Company by deed dated May 13, 1960 and recorded among the Land Records of Anne Arundel County in Liber GMC1391 Folio 317 and that land conveyed by William H. Lehr to Southview Shopping Center by deed dated April 2, 1971 and recorded among the Land Records of Anne Arundel County in Liber 2399 Folio 597 saving and excepting that portion of said lands conveyed to Anne Arundel County deed dated December 5, 1973 and recorded among the Land Records of Anne Arundel County in Liber 2664 Folio 535.

STATE OF MARYLAND

548 536

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 120950

RECORDED IN LIBER 536 FOLIO 357 ON 5/05/88 (DATE)
Anne Arundel County Clerk of Superior Court - Maryland

1. DEBTOR

Name Hanlin Group, Inc.

Address Industrial Drive, Reiglewood, North Carolina 28456

2. SECURED PARTY

Name Manufacturers Hanover Trust Co.

Address 270 Park Avenue, New York, New York 10022

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#520930 CT77 R03 T11:00
11/30/89
BL CLERK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Manufacturers Hanover Trust Co.

Dated _____

[Signature]
(Signature of Secured Party)
Linda M. Thompson VP.
Type or Print Above Name on Above Line

STATE OF MARYLAND

548-537

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 120940

RECORDED IN LIBER 526 FOLIO 354 ON 5/05/88 (DATE)

Anne Arundel County Clerk of Superior Court - Maryland

1. DEBTOR

Name LCP Plastics - North Carolina, Inc.

Address U.S. Highway 421, Colfax, North Carolina 27235

2. SECURED PARTY

Name Manufacturers Hanover Trust Co.

Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK [X] FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, Termination, etc.)</p> <p>Termination #520940</p>



RECORD FEE 10.00
POSTAGE .50

11/30/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Manufacturers Hanover Trust Company

Dated _____

L. Thompson VP.

(Signature of Secured Party)

Linda M. Thompson VP.

Type or Print Above Name on Above Line

279271

548 538

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented 0

Maturity Date 3 (Optional) 5-30-90

1. Debtor(s) (Last Name First) and Address(es) and Social Security or IRS emp. ID number

Hostetter, Penny
Waverly, MO 64096
493-74-8445

2. Secured Party(ies): Name(s) and Address(es)

BANK OF WAVERLY
P. O. BOX 173
WAVERLY, MO. 64096

4. For Filing Officer: Time, Date, No., Filing Office

RECORD FEE 11.00
POSTAGE .50

5. The Financing Statement Covers the Following Types (or Items) of Property

1 Bedroom Suite Containing
2 nightstands
1 Armoire
1 Dresser w/Mirror
 Proceeds - 4 poster Bed

BASSETT FURNITURE CO.

2 Side Slats
1 headboard full- queen
1 footboard full- queen
 Products of the Collateral are Also Covered

#521010 0777 R03 T11:05
11/30/89
H. ERLE SCHAFER
Clerk of Circuit Court
Estate Mortgage Records

7. Description of Real Estate:

8. Name(s) of Record Owner(s)

9. Assignee(s) of Secured Party and Address(es)

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X if so)
 already subject to a security interest in another jurisdiction when it was brought into this state, or
 which is proceeds of the following described original collateral which was perfected

Penny G. Hostetter
By PENNY G. HOSTETTER
Signature(s) of Debtor(s)

BANK OF WAVERLY
By Becky Orear
Signature of Secured Party
Becky Orear Asst. Cashier

FORM 801
(1) FILING OFFICER COPY

1150

I Herely Certify that \$1,400.00 was paid
 in Recordation Tax to the Clerk of the
 Circuit Ct of AA Co. Kirby Fodrye

548-539

279272

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 200,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Hardin-Huber, Inc.
(Name)
1230 Cronson Boulevard
(Address)
Crofton, Maryland 21114

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Catherine L. Damasio
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Md. 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

See Attached List

"EXHIBIT A"
 DATED: NOVEMBER 22, 1989
 (Loan Amount \$200,000.00)

RECORD FEE 11.00
 RECORD TAX 1400.00
 POSTAGE .50
 #521020 0777 R03 T11:07
 11/30/89



H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)
Hardin-Huber, Inc. (Seal)
 _____ (Seal)
(Signature)
Michael Huber, President
(Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
(Signature)

(Print or Type Name)

11-
 1400.50

548-540

279273

I HEREBY CERTIFY that \$385.00 was paid in Recordation Tax to the Clerk of the Circuit Court for Anne Arundel County.

Kathy Fordyce
Kathy Fordyce

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 55,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Hardin-Huber, Inc.
(Name)
1230 Cronson Boulevard
(Address)
Crofton, Maryland 21114

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Catherine L. Damasio
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)
Drill Unit (S/N 624968)

1981 Mobile B-80 mounted on a 1982 F-800 Truck
w/ Diesel engine / Serial No. FDPK84N6CVA07521

RECORD FEE 11.00
RECORD TAX 385.00
POSTAGE .50
#521040 CTTT R03 T11:06
11/30/87
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
[Signature] (Seal)

(Signature)

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

(Signature)

(Print or Type Name)

11
385-
-SU

FINANCING STATEMENT

FORM UCC-1

548 541

Identifying File No.

279274

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 10-23-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. LESSEE

Name Yong K. Chung and Yung J. Chung T/A K. C. Custom Cleaners

Address 480-B Ritchie Highway, Severna Park, MD 21146

2. LESSOR

Name Dominion Leasing Corporation

Address P. O. Drawer 13327, Roanoke, VA 24040

RECORD FEE 13.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

REC-1070 CTTT R03 T11:14
11/30/89

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

DRY CLEANING EQUIPMENT

Name and address of Assignee

QTY DESCRIPTION

- 1 Multimatic-Valore (V400CS) 50 lb Dry to Dry Clean unit, self contained, with still, filter, heat pump, refrigeration, closed circuit system
- 1 Multimatic - Valore lint filter
- 1 Multimatic - Valore Inline Solvent Cooler
- 1 Multimatic - Valore Marlow Pump with strainer

Lessee Will Purchase At End of Contract - Not Subject To Recordation Tax.....
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Lessee
Yong K. Chung, Owner

Signature of Lessee
Yung J. Chung, Owner

(Signature of Lessee)

Type or Print Above Signature on Above Line

Signature of Lessor

(Signature of Lessor)

Gary H. Boxer, Vice President

Type or Print Above Signature on Above Line

1350

548 543

 D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

 X E. Other: Anne Arundel County Class A Liquor License Number 0455.

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction is exempt from the recordation tax.

Principal amount of debt initially incurred is Twenty Five Thousand and 00/100 (\$25,000.00), plus interest at the rate of Sovran Bank/Maryland's prime rate plus 1% from September 11, 1986.

Debtor(s):

Route 3 Liquors, Inc.
T/A Rehrey's Wine and Spirits
Route 3 South
Crofton, Maryland 21114

Secured Party:

Michael Rowe
4007 Metzert Road
College Park, Maryland 20740

Debtor:
Route 3 Liquors, Inc.

by: *[Signature]*
William J. MacQuilliam, President

Secured Party:

[Signature]
Michael Rowe

Subscribed and sworn to before me this 21st day of November, 1987.

[Signature]
Notary Public

My commission expires: 7-1-90

548 541

EXHIBIT A

EQUIPMENT

REHREY'S WINE AND SPIRITS

Cold Box - 15 doors 39'X 12'X 8'
Shelving
Fast Tracks
Liquor Shelving
Ice Merchandiser (2840 lbs.)
Ice Maker (1100 lbs. in 24 hrs.)
Two cash registers (computer)
Two pricing guns with labels
Card display rack (with cards)
Gift Baskets - shrink wrapping equipment
heat gun, crimper, shrink paper
Safe
Four custom made letter boards with letters
1 GE VHS unit
1 neon sign board
1 Radio Shack stereo/ 4 speakers and 3 telephones
Custom Shelving
Office furniture - 2 chairs
2 file cabinets
1 table
1 neon OPEN sign
9 Kedco Metal wine racks
Poster stand
10 shopping carts
Hand baskets with stand
Microwave oven
Alarm system
Crash bar
2 panasonic cameras and two panasonic monitors
Second VHS unit and third camera with extra lens
Security locks all doors and offices
Stained glass
Exterior sign (side and front) pylon sign
Carpeting
Tile
Plumbing including fire sprinkler
Lights
Special oak work over wine section, check-out
counter and oak cabinets behind check-out counter
Drywall-firewall and bulkheading

PURCHASE MONEY
FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. Debtor(s) and Address(s):
- 2. Secured Party and Address:

Route 3 Liquors, Inc.
T/A Rehrey's Wine and Spirits
1286 Maryland Route 3 South
Crofton, Maryland, 21114

Michael Rowe
4007 Metzertott Road
College Park, Maryland 20740



- 3. This Financing Statement covers the following types (or items) of property:

X A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of a retail liquor business, including but not limited to that which is described on the equipment list attached hereto as Exhibit A and in any separate schedule at any time delivered by Debtor to secured party and all proceeds thereof in any form whatever.

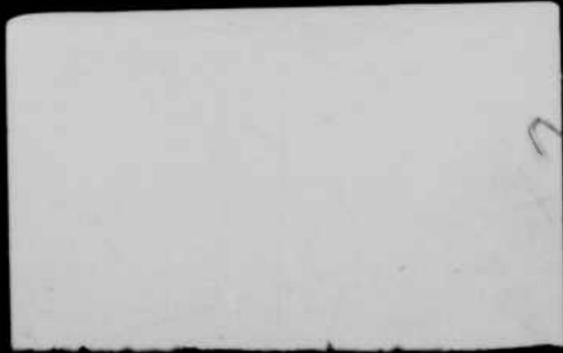
X B. All of the inventory of the Debtor, of every type of description, now owned and hereafter acquired and wherever located, including all food and beverage items held for resale to the consuming public, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

X C. All of Debtor's present and future accounts receivable, contract rights, general intangible, things or choses in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to be due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

STEPHEN HELFRICH, P.A.
9500 ANNAPOLIS ROAD, SUITE A-4
LAWHAM, MARYLAND 20706

Re: RE 3 MISC

1400
58



D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

 X E. Other: Anne Arundel County Class A Liquor License Number 0455.

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction is exempt from the recordation tax.

Principal amount of debt initially incurred is Seventy Six Thousand and 00/100 (\$76,000.00), plus interest to accrue in the future at the rate of Sovran Bank/ Maryland's prime rate plus 1% from June 25, 1986.

Debtor(s):

Route 3 Liquors, Inc.
T/A Rehrey's Wine and Spirits
Route 3 South
Crofton, Maryland 21114

Secured Party:

Michael Rowe
4007 Metzert Road
College Park, Maryland 20740

Debtor:

Route 3 Liquors, Inc.

by:

William J. MacQuilliam, President

Secured Party:

Michael Rowe
Michael Rowe

Subscribed and sworn to before me this 21st day of November, 1987.

Priscilla A. Lanham
Notary Public

My commission expires: 7-1-90

548 547

EXHIBIT A

EQUIPMENT

REHREY'S WINE AND SPIRITS

Cold Box - 15 doors 39'X 12'X 8'
Shelving
Fast Tracks
Liquor Shelving
Ice Merchandiser (2840 lbs.)
Ice Maker (1100 lbs. in 24 hrs.)
Two cash registers (computer)
Two pricing guns with labels
Card display rack (with cards)
Gift Baskets - shrink wrapping equipment
heat gun, crimper, shrink paper
Safe
Four custom made letter boards with letters
1 GE VHS unit
1 neon sign board
1 Radio Shack stereo/ 4 speakers and 3 telephones
Custom Shelving
Office furniture - 2 chairs
2 file cabinets
1 table
1 neon OPEN sign
9 Kedco Metal wine racks
Poster stand
10 shopping carts
Hand baskets with stand
Microwave oven
Alarm system
Crash bar
2 panasonic cameras and two panasonic monitors
Second VHS unit and third camera with extra lens
Security locks all doors and offices
Stained glass
Exterior sign (side and front) pylon sign
Carpeting
Tile
Plumbing including fire sprinkler
Lights
Special oak work over wine section, check-out
counter and oak cabinets behind check-out counter
Drywall-firewall and bulkheading

279277

TO BE RECORDED AMONG THE
FINANCING RECORDS

THIS TRANSACTION IS SUBJECT TO
RECORDATION TAXES ON THE AMOUNT
OF \$ 312,000.00, WHICH HAVE
BEEN PAID TO THE CLERK OF THE
CIRCUIT COURT FOR Anne Arundel County

548 548

FINANCING STATEMENT

Quinn Homes, Inc.
P.O. Box 387 Stevensville, Md. 21666

1. Debtor(s)

2. Secured
Party

KEY FEDERAL SAVINGS BANK
7F GWYNNS MILL COURT, OWINGS MILLS, MARYLAND, 21117

3. This Financing Statement covers the following types of property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. If the above personal property is to be affixed to real property, describe
real property.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

SECURED PARTY:

KEY FEDERAL SAVINGS BANK

Quinn Homes, Inc.

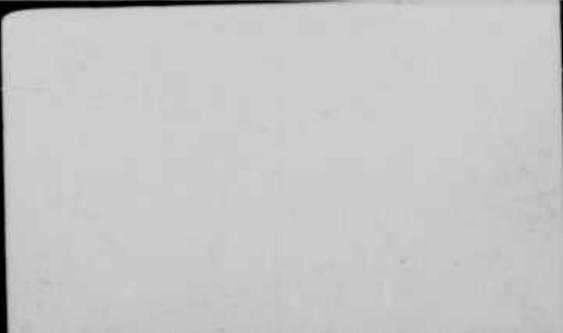
BY

[Signature]
Kevin B. Quinn, President

After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

11 20



1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described in Exhibit A attached hereto as a part hereof.

BEING KNOWN AND DESIGNATED AS Lots No. 52, 54 & 58 as shown on a Plat entitled Castine, a Cluster Subdivision, 3rd Assessment District, Anne Arundel County Maryland, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 103 folio 12.

Mail to Dackman & Heyman



FINANCING STATEMENT-UCC-1

Ford Motor Company

This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code. 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and Address(es) Bob BELL FORD 7125 RITCHIE HWY GEN BURNIE, MD 21061	2. Secured Party(ies) and Address(es) Ford Motor Company 300 Renaissance Center P O Box 43316 Detroit, Michigan 48243 Attn: Finance Planning	For Filing Officer (Date, Time, Number and Filing Office)
--	---	---

4. This financing statement covers the following types (or items) of collateral:

Shop Management 4000 System Processor and all current and after acquired peripherals, supplies and accessories including but not limited to any printers, modems, tape or disk drives, communication lines, paper, magnetic tapes, ribbons, disk packs or diskettes, cabinets and all proceeds from the sale or other disposition thereof.

NOT CONDITIONAL SALES CONTRACT-RECORDATION TAX DUE ON \$86,410.00

Check if covered: Proceeds of Collateral Products of Collateral covered Number of additional sheets presented:

Filed with:

This instrument prepared by: Ford Motor Company

By: [Signature] (Debtor) Ford Motor Company (Secured Party)
 By: [Signature] (Signature(s) of Debtor(s)) (Signature(s) of Secured Party(ies))

May 1996 322-242

FILING OFFICER COPY - ALPHABETICAL

Filed to Ford Motor Co



279279

30 548 551

Financing Statement

Recordation tax in the amount of \$4,620.00 was paid to State Department of Assessments and Taxation on 11-24-84.

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal
Amount is \$ 1,400,000.00
- To Be Recorded in Land Records of

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County, Maryland

NAME	Street	City	State
1. Debtor(s)			
JIM KOONS MANAGEMENT COMPANY 6701 Rockledge Drive, Suite 600, Bethesda, Maryland 20817			

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND
By: [Signature]
Type Name Philip H. Evans
Title Vice President

Debtor(s) or Assignor(s)
JIM KOONS MANAGEMENT COMPANY
By: [Signature]
Its: JAMES E. KOONS
President

Type or Print Name and Title of Each Signature

RETURN TO: SOVRAN BANK/MD
6610 ROCKLEDGE DR.
BETHESDA, MD 20817
ATTENTION: GAYLE E. W. ORMAN

Mail to

Schedule A

All of the Debtor's right, title and interest in the computer equipment of the Debtor (hereinafter the "Computer Equipment"), including but not limited to CPU Model 4361-5, Disk Drives, Port Controllers, Tape Drives, Power Conditioners, UCT 300 Terminals, Report Printers, Text Printers, Mini Printers, Line Printers, Network Modems and Factory Communications Units, wherever located, and the proceeds thereof, together with all adapters, parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto; all printers, switches, interfaces, software, instructional materials, and connectors and all parts, accessories, additions, substitutions, or options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items; all property received wholly or partly in trade or exchange for the Computer Equipment and all rents, revenues, issues, profits and proceeds in any form, including cash, deposits, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents arising from the sale, encumbrance (other than from the loan dated November __, 1989 between the Debtor and Sovran Bank/Maryland), collection of, or any other temporary or permanent disposition of, the Computer Equipment or any interest therein.

[MD/VA F/S Description]

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275259

RECORDED IN LIBER 534 FOLIO 114 ON November 3, 1988 (DATE)

1. DEBTOR

Name Homestead Gardens, Inc.

Address Rt 214, Central Ave, Davidsonville, MD 21035

2. SECURED PARTY

Name Farmers National Bank of Maryland

Address 5 Church Circle, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>



RECORD FEE 10.00
POSTAGE .50
8631-50 0237-602 1154.30
12/04/89
H. ERLE SCHAFER
44 CL. CIRCUIT COURT

Dated 10/18/89

Donna J. Stevens
(Signature of Secured Party)

Donna J. Stevens
Type or Print Above Name on Above Line

Mail to Carl Jenner

TO FILING OFFICER: After this Financing Statement has been recorded, please return to:

Joseph N. Schaller, Esquire
 Whiteford, Taylor & Preston
 Signet Tower
 Suite 1400
 Seven Saint Paul Street
 Baltimore, Maryland 21202-1626

To Be Recorded In The Land
 Records And In The Financing
 Statement Records Of Anne
 Arundel County, Maryland And
 Among The Financing Statement
 Records Of The State Department
 of Assessments and Taxation

This Financing Statement Is
 Not Subject To Recording Tax
 On Principal Amount Of
 \$629,400.00 As
 Purchase Money Financing
 Subject To Recording of Tax
 Of \$13,622.00 On Principal
 Amount of \$2,575,000.00 Which
 Recording Tax Will Be Paid
 To The Clerk Of The Circuit
 Court Of Anne Arundel County,
 Maryland Pursuant To A
 Purchase Money Deed of Trust

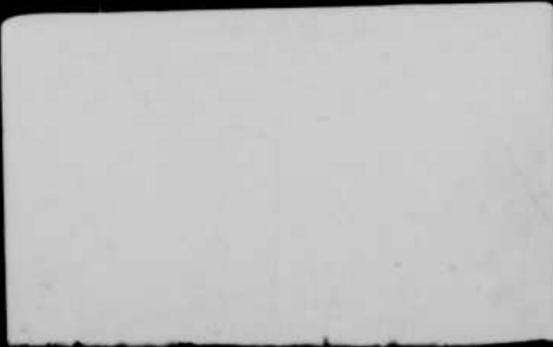
FINANCING STATEMENT
 (International Trade Center Project)

1. Debtor: **JEROME M. WILLIAMS**
 c/o Williams Properties
 6660 Dobbin Road
 Columbia, Maryland 21045

2. Secured Party: **SIGNET BANK/MARYLAND**
 Signet Tower
 Seven St. Paul Street, 4th Floor
 Baltimore, Maryland 21202
 Attention: D. Stewart Cooper,
 Vice President

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, and furnishings, and other chattels and tangible personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property described below, including, by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and

2/90



equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the real property described below, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the real property described below, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement of the real property described below, including, by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of

money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.

- e. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks soil and the like (including oil and gas) which have not been extracted from the real property described below.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Purchase Money Deed of Trust referred to below or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property described below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale for all or any portion of the real property described below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The personal property described above is to be affixed to the real estate described in Exhibit A, attached hereto, being the same lot of ground and improvements thereon, if any, described in a Purchase Money Deed of Trust of even date herewith from the Debtor to the Trustees named therein for the benefit of the Secured Party. The record owner of such real estate is the Debtor.
5. The proceeds and products of the personal property described above are covered and secured hereby, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions or accretions to or of any of the personal property described above.

548 557

DEBTOR:

SECURED PARTY:
SIGNET BANK/MARYLAND,
a Maryland banking corporation

Jerome M. Williams (SEAL)
JEROME M. WILLIAMS

By: D. Stewart Cooper (SEAL)
D. STEWART COOPER,
Vice President

DATE: December 1, 1989

CERTIFICATION

I HEREBY CERTIFY that the above instrument was prepared under my supervision and that I am an attorney duly admitted to practice law in the State of Maryland.

Joseph N. Schaller
JOSEPH N. SCHALLER, ESQUIRE
Whiteford, Taylor & Preston
1400 Signet Tower
Seven Saint Paul Street
Baltimore, Maryland 21202-1626
(301) 347-8791

JRD/jns/Virgo2/corporate
250/SIG/trade center
financing statement

548 558

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

ALL that lot or parcel of land situate in Anne Arundel County, State of Maryland and described as follows:

Lot numbered and lettered Three-R (3-R) in the subdivision known as "ADMINISTRATIVE PLAT, Lots 2R and 3R, INTERNATIONAL TRADE CENTER" as per plat thereof recorded in Plat Book 124 at Folio 10, among the Land Records of Anne Arundel County, Maryland.

548 - 559 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 279281

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TCOM, L.P.
Address 7301 Parkway Drive South, Hanover, Maryland 21076

2. SECURED PARTY

Name Manufacturers Hanover Trust Company, as Agent
Address 270 Park Avenue, New York, New York 10017

ATT: Allison Conway-Carey
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 25.00

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule I attached hereto, which is hereby incorporated herein by reference
Additional Address of Debtor: TCOM, L.P.
Westinghouse/DESCO Electronics Support Center
Parkway 22, 7267 Park Circle Drive
Hanover, MD 21076

POSTAGE .50
#522340 0777 R03 T10:32
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Number of Additional Sheets: 5

Filed with: Anne Arundel County

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
NOT SUBJECT TO RECORDATION TAX: TO PERFECT A SECURITY INTEREST IN INVENTORY, AND IN CONTRACT RIGHTS, GENERAL INTANGIBLES, OR ACCOUNTS

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Charles S. Craig
TCOM, L.P.
(Signature of Debtor)

Charles S. Craig
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

Scott Geller
(Signature of Secured Party)
MANUFACTURERS HANOVER TRUST COMPANY,
Scott Geller as Agent
Type or Print Above Signature on Above Line

25-20

573211

SCHEDULE 1 TO FINANCING STATEMENT

Debtor: TCOM, L.P.
7301 Parkway Drive South
Hanover, Maryland 21076

Secured Party: Manufacturers Hanover Trust Company,
as Agent
270 Park Avenue
New York, New York 10017

The Financing Statement to which this Schedule 1 is attached covers all Debtor's present or hereafter acquired right, title and interest in, to and under each of the following types or items of property (the "Collateral"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Contracts;
- (iv) all Documents;
- (v) all Equipment
- (vi) all General Intangibles;
- (vii) all Instruments;
- (viii) all Inventory;
- (ix) all Patents;
- (x) all Patent Licenses;
- (xi) all Trademarks;
- (xii) all Trademark Licenses;
- (xiii) all Vehicles; and
- (xiv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

As used in this Schedule I, the following terms shall have the following meanings:

"Accounts" shall mean any "account", as such term is defined in Section 9-106 of the Code, now or hereafter owned by the Debtor, and shall also mean and include all accounts, accounts receivable, contract rights, book debts, notes, drafts, instruments, chattel paper, documents, acceptances and payments under leases or sale of Inventory or Equipment, whether any of the foregoing is arising out of goods sold or leased or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or services by the Debtor (including, without limitation, any such obligation which might be characterized as an account, contract right, general intangible or chattel paper under the Uniform Commercial Code in effect in any jurisdiction) and all of the Debtor's rights in, to and under all purchase orders now owned or hereafter received or acquired by it for goods or services, and all of the Debtor's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and stopping in transit) and all monies due to or to become due to the Debtor under all contracts for the sale or lease of goods and/or the performance of services by it (whether or not yet earned by performance on the part of the Debtor), now in existence or hereafter arising, including without limitation the right to receive the Proceeds of said purchase orders and contracts and all collateral security and guarantees of any kind given by any person with respect to any of the foregoing.

"Business Day" shall mean a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

"Code" shall mean the Uniform Commercial Code as the same is in effect in the State of New York on the date hereof.

"Collateral" shall include all items and types of property listed in (i) - (xiv) of this Schedule 1.

"Contracts" shall mean all contracts, instruments, undertakings, documents or other agreements in or under which the Debtor may now or hereafter have any right, title or interest, including without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof and including, without limitation, the Purchase Agreement.

"Equipment" shall mean all "equipment", as such term is defined in Section 9-109(2) of the Code, now or

hereafter owned by the Debtor and shall also mean and include all personal property constituting machinery, equipment, plant, furnishings, fixtures (as such term is defined in Section 9-313(1)(a) of the Code), computers, electronic data processing, telecommunications equipment and other fixed assets now owned or hereafter acquired by the Debtor, including, without limitation, all items of machinery and equipment of any kind, nature and description whether affixed to real property or not, as well as trucks and vehicles of every description, trailers, handling and delivery equipment, fixtures, office furniture, tethered aerostats and mobile goods, as well as all additions to, substitutions for, replacements of or accessions to any of the items recited as aforesaid and all attachments, components, parts (including spare parts) and accessories whether installed thereon or affixed thereto.

"General Intangibles" shall mean all "general intangibles", as such term is defined in Section 9-106 of the Code now or hereafter owned by the Debtor, and shall also mean and include any personal property (including things in action) other than Accounts, Equipment and Inventory and including, but not limited to, Trademarks and Patents and applications therefor, all security interests under which the Debtor is the secured party and all other rights in intellectual property, proprietary software, software designs, technical memoranda, technical specifications, blueprints, goodwill, Trademarks, service marks, trade secrets, copyrights, permits and licenses now owned or hereafter acquired by the Debtor.

"Inventory" shall mean all "inventory", as such term is defined in Section 9-109(4) of the Code, now or hereafter owned or acquired by the Debtor, and shall also mean and include all inventory, wherever located, now owned or hereafter acquired by the Debtor or in which the Debtor now has or hereafter may acquire any right, title or interest including, without limitation, all goods and other personal property now or hereafter owned by the Debtor which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's business, or in the processing, packaging or shipping of the same, and all finished goods.

"Obligations" shall mean (i) all the unpaid principal amount of, and accrued interest on, the Notes; (ii) all other indebtedness, obligations and liabilities of the Debtor to the Agent and the Banks now existing or hereafter incurred or created under the Credit Agreement

or the Security Documents (including, without limitation, this Security Agreement); and (c) all other indebtedness, obligations and liabilities of the Debtor to the Agent or any Bank now existing or hereafter incurred or created.

"Patents" shall mean all of the following in which the Debtor now or hereafter has any rights: (a) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country including, without limitation, any referred to in Schedule I hereto, (b) all reissues, continuations, continuations-in-part or extensions thereof and (c) any written agreement granting any right to practice, sell, distribute, manufacture or otherwise use any invention covered by a Patent owned by a person other than the Debtor including, without limitation, any referred to in Schedule I hereto.

"Patent License" means all agreements, whether written or oral, providing for the grant by the Debtor of any right to manufacture, use or sell any invention covered by a Patent.

"Proceeds" shall have the meaning ascribed to said term in Section 9-306(1) of the Code and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any Person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Security Agreement" shall mean the Partnership Security Agreement and Assignment of Contracts, dated as of November 17, 1989 between the Debtor and the Secured Party, as the same may be amended, supplemented or otherwise modified from time to time.

"Trademarks" shall mean all of the following in which the Debtor now or hereafter has any rights: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general

intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (b) all reissues, extensions or renewals thereof and (c) any written agreement granting any right to use any Trademark of a person other than the Debtor.

"Trademark License" means any agreement, written or oral, providing for the grant by the Debtor of any right to use any Trademark.

"Vehicles" means all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and, in any event, shall include, without limitation, all tires and other appurtenances to any of the foregoing.

STATE OF MARYLAND
 FINANCING STATEMENT **548** **565** Identifying File No. **279282**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TCOM, Limited Partnership
 Address 7301 Parkway Drive South, Hanover, Maryland 21076

2. SECURED PARTY

Name Manufacturers Hanover Trust Company, as Agent **RECORD FEE 25.00**
 Address 270 Park Avenue, New York, New York 10017

ATT: Allison Conway-Carey
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule I attached hereto, which is hereby incorporated herein by reference

Additional Address of Debtor: TCOM, L.P.
 WESTINGHOUSE/DESCO Electronics Support Center
 Parkway 22, 7267 Park Circle Drive
 Hanover, MD 21076

POSTAGE **CK** .50
 #522350 0777 R03 T10:32
 12/05/89
 Name and address of assignee:
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Filed with: Anne Arundel County

Number of Additional Sheets: 5

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX: TO PERFECT A SECURITY INTEREST IN INVENTORY, AND IN CONTRACT RIGHTS, GENERAL INTANGIBLES, OR ACCOUNTS.

- (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

CS Craig

(Signature of Debtor)
TCOM, Limited Partnership
Charles S. Craig

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RETURN TO:

INFOSEARCH, INC.
 P.O. Box 1110
 Albany, NY 12201

Stell

(Signature of Secured Party)
MANUFACTURERS HANOVER TRUST COMPANY,
Scott Geller as Agent

Type or Print Above Signature on Above Line

25.50

5732115

SCHEDULE 1 TO FINANCING STATEMENT

Debtor: TCOM, L.P.
7301 Parkway Drive South
Hanover, Maryland 21076

Secured Party: Manufacturers Hanover Trust Company,
as Agent
270 Park Avenue
New York, New York 10017

The Financing Statement to which this Schedule 1 is attached covers all Debtor's present or hereafter acquired right, title and interest in, to and under each of the following types or items of property (the "Collateral"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Contracts;
- (iv) all Documents;
- (v) all Equipment
- (vi) all General Intangibles;
- (vii) all Instruments;
- (viii) all Inventory;
- (ix) all Patents;
- (x) all Patent Licenses;
- (xi) all Trademarks;
- (xii) all Trademark Licenses;
- (xiii) all Vehicles; and
- (xiv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

As used in this Schedule I, the following terms shall have the following meanings:

"Accounts" shall mean any "account", as such term is defined in Section 9-106 of the Code, now or hereafter owned by the Debtor, and shall also mean and include all accounts, accounts receivable, contract rights, book debts, notes, drafts, instruments, chattel paper, documents, acceptances and payments under leases or sale of Inventory or Equipment, whether any of the foregoing is arising out of goods sold or leased or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or services by the Debtor (including, without limitation, any such obligation which might be characterized as an account, contract right, general intangible or chattel paper under the Uniform Commercial Code in effect in any jurisdiction) and all of the Debtor's rights in, to and under all purchase orders now owned or hereafter received or acquired by it for goods or services, and all of the Debtor's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and stopping in transit) and all monies due to or to become due to the Debtor under all contracts for the sale or lease of goods and/or the performance of services by it (whether or not yet earned by performance on the part of the Debtor), now in existence or hereafter arising, including without limitation the right to receive the Proceeds of said purchase orders and contracts and all collateral security and guarantees of any kind given by any person with respect to any of the foregoing.

"Business Day" shall mean a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

"Code" shall mean the Uniform Commercial Code as the same is in effect in the State of New York on the date hereof.

"Collateral" shall include all items and types of property listed in (i) - (xiv) of this Schedule 1.

"Contracts" shall mean all contracts, instruments, undertakings, documents or other agreements in or under which the Debtor may now or hereafter have any right, title or interest, including without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof and including, without limitation, the Purchase Agreement.

"Equipment" shall mean all "equipment", as such term is defined in Section 9-109(2) of the Code, now or

hereafter owned by the Debtor and shall also mean and include all personal property constituting machinery, equipment, plant, furnishings, fixtures (as such term is defined in Section 9-313(1)(a) of the Code), computers, electronic data processing, telecommunications equipment and other fixed assets now owned or hereafter acquired by the Debtor, including, without limitation, all items of machinery and equipment of any kind, nature and description whether affixed to real property or not, as well as trucks and vehicles of every description, trailers, handling and delivery equipment, fixtures, office furniture, tethered aerostats and mobile goods, as well as all additions to, substitutions for, replacements of or accessions to any of the items recited as aforesaid and all attachments, components, parts (including spare parts) and accessories whether installed thereon or affixed thereto.

"General Intangibles" shall mean all "general intangibles", as such term is defined in Section 9-106 of the Code now or hereafter owned by the Debtor, and shall also mean and include any personal property (including things in action) other than Accounts, Equipment and Inventory and including, but not limited to, Trademarks and Patents and applications therefor, all security interests under which the Debtor is the secured party and all other rights in intellectual property, proprietary software, software designs, technical memoranda, technical specifications, blueprints, goodwill, Trademarks, service marks, trade secrets, copyrights, permits and licenses now owned or hereafter acquired by the Debtor.

"Inventory" shall mean all "inventory", as such term is defined in Section 9-109(4) of the Code, now or hereafter owned or acquired by the Debtor, and shall also mean and include all inventory, wherever located, now owned or hereafter acquired by the Debtor or in which the Debtor now has or hereafter may acquire any right, title or interest including, without limitation, all goods and other personal property now or hereafter owned by the Debtor which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's business, or in the processing, packaging or shipping of the same, and all finished goods.

"Obligations" shall mean (i) all the unpaid principal amount of, and accrued interest on, the Notes; (ii) all other indebtedness, obligations and liabilities of the Debtor to the Agent and the Banks now existing or hereafter incurred or created under the Credit Agreement

or the Security Documents (including, without limitation, this Security Agreement); and (c) all other indebtedness, obligations and liabilities of the Debtor to the Agent or any Bank now existing or hereafter incurred or created.

"Patents" shall mean all of the following in which the Debtor now or hereafter has any rights: (a) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country including, without limitation, any referred to in Schedule I hereto, (b) all reissues, continuations, continuations-in-part or extensions thereof and (c) any written agreement granting any right to practice, sell, distribute, manufacture or otherwise use any invention covered by a Patent owned by a person other than the Debtor including, without limitation, any referred to in Schedule I hereto.

"Patent License" means all agreements, whether written or oral, providing for the grant by the Debtor of any right to manufacture, use or sell any invention covered by a Patent.

"Proceeds" shall have the meaning ascribed to said term in Section 9-306(1) of the Code and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any Person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Security Agreement" shall mean the Partnership Security Agreement and Assignment of Contracts, dated as of November 17, 1989 between the Debtor and the Secured Party, as the same may be amended, supplemented or otherwise modified from time to time.

"Trademarks" shall mean all of the following in which the Debtor now or hereafter has any rights: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general

intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (b) all reissues, extensions or renewals thereof and (c) any written agreement granting any right to use any Trademark of a person other than the Debtor.

"Trademark License" means any agreement, written or oral, providing for the grant by the Debtor of any right to use any Trademark.

"Vehicles" means all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and, in any event, shall include, without limitation, all tires and other appurtenances to any of the foregoing.

548 wt 571

279283

Debtor or Assignor Form

FINANCING STATEMENT

pd AACG
1,061.50

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 150,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Southern Maryland Cable, Inc.

5928 Solomons Island Road
Tracy's Landing, Maryland 20779

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property
(the collateral):

International 1989 Truck, Serial Number 1HTSCCFP4LH220059
and GMC 1989 Truck, Serial Number 1GDM7D1GOKV516960
with all equipment attached here to.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the
following real estate:

RECORD FEE 11.00
RECORD TAX 1050.00
POSTAGE CK .50

3. Proceeds } of the collateral are also specifically covered.
 Products }

#522380 CTTT R03 T10:34
12/05/89

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the
address stated.

H. ERLE SCHAFFER
AA CO, CIRCUIT COURT

Debtor (or Assignor)
Southern Maryland Cable, Inc.
BY: *Ray Weems*
Ray Weems, President

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY: *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11
1050
50

548 572

279281

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) HARDESTY, PURNELL M., JR. 1203 VAN BUREN ST. ANNAPOLIS, MD 21404	2 Secured Party(ies) and Address(es) ELLIOTT EQUIPMENT CO., INC. P.O. Box 401 EASTON, MD 21601	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property One 1989 Peterbilt 379 sn 1XP5LBOXOKN284577 with attached East Aluminum 15' Dump Body sn A-1899 "Document not subject to recordation tax-conditional sales contract signed by Debtor."		5 Assignee(s) of Secured Party and Address(es) H. ERLE SCHAFER ASSOCIATES COMMERCIAL CORP P.O. Box 11 CO. CIRCUIT COURT COLLEGE PARK, MD 20740 RECORD FEE 11.00 POSTAGE .50 #522430 C777 R03 T10:4 12/05/89

1358491

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so) already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: None Reported
 PURNELL M. HARDESTY, JR.
 By: Purnell M. Hardesty, Jr.
 Signature(s) of Debtor(s)

ELLIOTT EQUIPMENT CO., INC.
 By: John W. Paul
 Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

603469 Rev 12-80

1150

PARTIES
 Debtor name (last name first if individual) and mailing address
 DWAYNE L. BEARD
 125 KONRAD MORGAN WAY
 LOTHIAN MD 20711 1

Debtor name (last name first if individual) and mailing address
 125 KONRAD MORGAN WAY
 LOTHIAN MD 20711 1a

Debtor name (last name first if individual) and mailing address
 BRYANT & BRYANT
 3262 SUPERIOR LANE #245
 BOWIE MD 20715 2

Secured Party(ies) names(s) (last name first if individual) and address
 for security interest information:
 BRYANT & BRYANT
 3262 SUPERIOR LANE #245
 BOWIE MD 20715 2

Assignee(s) of Secured Party name(s) (last name first if individual) and
 address for security interest information:
 GREEN TREE ACCEPTANCE, INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE VA 22192 2a

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor,"
 respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and
 "Consignor," respectively.
 Debtor is a Transmitting Utility. 3

SECURED PARTY SIGNATURE(S)
 This statement is filed with only the Secured Party's signature to perfect
 a security interest in collateral (check applicable box(es)):
 a. acquired after a change of name, identity or corporate structure of
 the Debtor.
 b. as to which the filing has lapsed.
 c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to
 this county.
 d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
 e. which is proceeds of the collateral described in block 9, in which a
 security interest was previously perfected (also describe proceeds in
 block 9, if purchased with cash proceeds and not adequately
 described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above)
 BRYANT & BRYANT
 [Signature] 4

Filing No. (stamped by filing officer) _____ Date, Time, Filing Office (stamped by filing officer) _____
 RECORD FEE 11.00
 #522540 0777 R03 T10:55
 12/05/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code
 and is to be filed with the (check applicable box):
 Secretary of the Commonwealth. _____ County
 Prothonotary of _____ County
 real estate records of _____ County
 Number of Additional Sheets (if any) 6
 7
 8
 Optional Special Identification (Max. 10 characters) _____

COLLATERAL
 Identify collateral by item and/or type:
 1977
 14 X 70 SERIAL# ZWI70145516 AND INCLUDING
 ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
 THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
 ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
 PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING
 STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
 HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(1) OR
 THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered. 9

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):-
 a. crops growing or to be grown on -
 b. goods which are or are to become fixtures on -
 c. minerals or the like (including oil and gas) as extracted on -
 d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or
 minehead on -
 the following real estate:
 Street Address _____
 Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
 for _____ County Uniform Parcel Identifier _____
 Described on Additional Sheet
 Name of record owner (required only if no Debtor has an interest of record): _____ 10

DEBTOR SIGNATURE(S)
 Debtor Signature(s):
 DWAYNE L. BEARD [Signature] 1
 1a
 1b

RETURN RECEIPT TO:
 GREEN TREE ACCEPTANCE, INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE VA 22192 11
 12

548 574

PRINT OR TYPE ALL INFORMATION

279286

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER

ANNE ARUNDEL COUNTY

~~STATE CORPORATION COMMISSION~~

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Asphalt Company, Inc.
1073 St. Stephens Church Road
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00
POSTAGE .50

Name & address of Secured Party

Furnival Machinery Company
7135 Standard Drive
Hanover, MD 21076

Name & address of Assignee

Associates Commercial Corporation
4191 Innslake Drive, Suite 118
Glen Allen, VA 23060

#523470 0777 R03 712:12
12/05/89
H. ERLE SCHAFER
AA CO, CIRCUIT COURT

Date of maturity if less than five years

Check if proceeds of collateral are covered
(X)

Description of collateral covered by original financing statement

One Komatsu Model WA380 Wheel

Loader S/N A20048

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHEMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Cunningham Asphalt Company, Inc.

Furnival Machinery Company

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

Gloria Cunningham
Gloria Cunningham, Sec/Treas.

J. P. Wreath 11/21/89
J. P. Wreath, Sec/Treas.

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER

ANNE ARUNDEL COUNTY

STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Paving Company, Inc.
1073 St. Stephens Church Road
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00

Name & address of Secured Party

Furnival Machinery Company
7135 Stanadr Drive
Hanover, MD 21076

Name & address of Assignee

Associates Commercial Corp
4191 Innslake Drive, Suite 118
Glen Allen, VA 23060
H. ERLE SCHAFER
12/05/89

POSTAGE .50

Date of maturity if less than five years

Check if proceeds of collateral are covered by VA CD. CIRCUIT COURT
(X)

Description of collateral covered by original financing statement

One Komatsu Model D37P Crawler Tractor S/N A1739

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHEMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Cunningham Paving Company, Inc.

Signature of Debtor if applicable (Date)

Gloria Cunningham
Gloria Cunningham, Sec/Treas.

Furnival Machinery Company

Signature of Secured Party if applicable (Date)

J P Wreath 11/21/89
J. P. Wreath, Sec/Treas.

548 576

279283

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER

ANNE ARUNDEL COUNTY

~~STATE CORPORATION COMMISSION~~

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

C. & F. Utilities, Incorporated
1073 St. Stephens Church Rd.
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Furnival Machinery Company
7135 Standard Drive
Hanover MD 21076

Name & address of Assignee

Associates Commercial Corporation
4191 Innslake Drive, Suite 118
Glen Allen, VA 23060

Date of maturity if less than five years

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

One Komatsu Model WA250 Wheel Loader S/N A60178

complete with all present and future attachments, accessories, repairs, additions, replacement parts and the proceeds thereof.

EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

RECORD FEE 11.00

POSTAGE GK .50

#523490 0777 R03 T12:13

12/05/89

H. ERLE SCHAFFER

AA CO. CIRCUIT COURT

Describe Real Estate if applicable:

C. & F. Utilities, Incorporated

Furnival Machinery Company

Signature of Debtor if applicable (Date)

R. G. Forlifer
R. G. Forlifer, VP

Signature of Secured Party if applicable (Date)

J. P. Wreath 11/21/89
J. P. Wreath, Sec/Treas.

548 577

279289

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax of principal amount of \$20,000.00.

1. Name of Debtor(s): House of Tropicals, Inc.
Address: 7389 F B&A Boulevard
Pasadena, MD 21122

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

ATTN: Dennis Ortiz

3. This Financing Statement covers the following types (or items) of property:

All Accounts Receivable, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements presently owned by debtor at the date of this agreement, all Accounts Receivable, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements at any time hereafter acquired by debtor and all proceeds of such Accounts Receivable, Contract Rights, Inventory, Equipment, Furniture, Fixtures and Leasehold Improvements.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00

RECORD TAX 140.00

POSTAGE .50

#523530 0777 R03 T12:24

12/05/8

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): House of Tropicals, Inc.
.....
John Hresko, President.....

Secured Party:
FIRST AMERICAN BANK OF MARYLAND

By:
Dennis Ortiz, Assistant Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

140.50

PARTIES

Debtor name (last name first if individual) and mailing address:
CONNIE L. NORRIS
LOT 10 1ST ST. WAYSONS MHP
LOTHIAN MD 20711

Debtor name (last name first if individual) and mailing address:
LOT 10 1ST ST. WAYSONS MHP
LOTHIAN MD 20711

Debtor name (last name first if individual) and mailing address:
BRYANT & BRYANT

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
BRYANT & BRYANT
3262 SUPERIOR LANE #245
BOWIE MD 20715

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania:
 - when the collateral was moved to this county
 - when the Debtor's residence or place of business was moved to this county
- d. already subject to a security interest in another jurisdiction:
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above)

BRYANT & BRYANT
Thomas M Bryant President

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): 548 rec 578
Date, Time, Filing Office (stamped by filing officer): 279290

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth.
 Prothonotary of _____ County
 real estate records of _____ County

Number of Additional Sheets (if any) 5
Optional Special Identification (Max 10 characters) 6
COLLATERAL 7

Identify collateral by item and/or type:
1980
14 X 70 SERIAL= YAP94669 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(1) OR
THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered

Identify related real estate, if applicable. The collateral is, or includes, (check applicable box(es)):
a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -
RECORD FEE \$11.00
#523550 0777 R03 T12:30
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

the following real estate:
Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County Uniform Parcel Identifier _____
 Described on Additional Sheet
Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)
Debtor Signature(s):
CONNIE L. NORRIS *Connie Norris*

RETURN RECEIPT TO:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

548 579

279291

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		Maturity Date (Optional)
Debtor and social security or IRS emp. ID number and Address	Secured Party and Address	RECORD FEE 12.00 #523570 C777 R03 T12:35 12/05/89 SK H. ERLE SCHAFER For Filing Officer (Date, Time, Number, and Filing Office) Assignee of secured party A CO. CIRCUIT COURT
ALMONTE ELECTRONICS DANTE ALMONTE 7965 CENTRAL RD PASADENA, MD 21122	SENCORE INC 3200 SENCORE DRIVE SIOUX FALLS, SD 57107	
This financing statement covers the following types (or items) of property		
SENCORE ELECTRONIC TEST EQUIPMENT, MODEL NUMBERS 1 LC76 1 PR57		
Describe real estate. (If collateral is crops) The above described crops are growing or are to be grown on, OR (If collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to EXEMPT FROM STATE RECORDATION TAX. SECURED PARTY IS SELLER. CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR. AFTER FULL PAYMENT HAS BEEN MADE WILL BECOME PROPERTY OF THE DEBTOR.		
Check (X) if covered <input type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of collateral are also covered <input type="checkbox"/>		Number of additional sheets, if any
Filed with		

ALMONTE ELECTRONICS
By [Signature]
Signature of Debtor

SENCORE INC
By [Signature] 9-5-89
Signature of Secured Party

Form SOS UCC 310 07/80

UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE

Approved by: Secretary of State, State of South Dakota.

548 550

279292

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)

Allen Gaisin, MD PC
133 Defense Highway
Suite 112
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

Andon Leasing Ltd.
283 Commack Road
Commack, NY 11725

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
#523590 0777 R03 T12:35
CK 12/05/89

4. This financing statement covers the following types (or items) of property

See Schedule A attached hereto and made part hereof

Not Subject To Recordation Tax.
To Perfect a Security Interest in Inventory.

5. Assignee(s) (Last Name First) and Address(es)

Fleet Credit Corp.
1775 Broadway 16th Fl.
New York, NY 10019

Attn: Equipment Finance Grp.

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

ALLEN GAISIN, MD PC

By:

Signature(s) of Debtor(s)

ANDON LEASING LTD.

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

548 581

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

PROPERTY LOCATED AT: 133 Defense Highway
Suite 112
Annapolis, MD 21401

ITEM #	QUANTITY	DESCRIPTION
	One (1)	Model 5 HGM Argon Laser System Consisting of: S/N 5783
		Laser Power 3.5 Watts Argon Laser Wave Length 488 nM
	One (1)	Micro Spot Handpiece
	One (1)	Collimated Handpiece (1mm)
	One (1)	Collimated Handpiece (3mm)
	Two (2)	Protective Goggles

ALLEN GAISIN, MD, PC

Lessee

BY: *Allen Gaisin, MD*
(Title)

AGREED TO: **ANDON LEASING LTD.**

Lessor

BY: *Andrew H. Pomeroy*
(Title)



548 582

279293

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)

Etoe E Fagiolo
404 Failea Drive
Edgewater, Md 21037

2 Secured Party(ies) and Address(es)

Prince Frederick Motor Co Inc
Rt 4
Prince Frederick, MD 20678

3 Maturity date (if any)

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00

POSTAGE 30 .50

#523600 0777 R03 T12:39

12/05/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4 This financing statement covers the following types (or items) of property

1989 GMC TC6D042, Serial No. 1GDC6D1B1KV508773

10' Dump, Serial No, GM7179

"Document not subject to recordation tax-conditional sales contract signed by Debtor."

5 Assignee(s) of Secured Party and Address(es)

Associates Commercial Corp
1801 McCormick Drive
Landover, MD 20785

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: Anne Arundel

1358 534

Etoe E Fagiolo

Prince Frederick Motor Co Inc

By: *Etoe Fagiolo*
Signature(s) of Debtor(s)

By: *Cindy Schubert*
Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

603469 Rev. 12-80

548 583

TO BE FILED WITH
ANNE ARUNDEL COUNTY
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

279294

FINANCING STATEMENT

- 1. Name & Address of Debtor: JAMES E. CAMPBELL, SR.
PATRICIA L. CAMPBELL
4305 Pennebrooke Court
West River, Maryland 20778
- 2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1726 West Street
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 4317 Pennebrooke Court, West River, Maryland 20778, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 4317 Pennebrooke Court, West River, Maryland 20778, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland. #523720 C777 R03 112:46
12/05/89

Debtor:
[Signature]
JAMES E. CAMPBELL, SR.
[Signature]
PATRICIA L. CAMPBELL

Secured Party:
SEVERN SAVINGS BANK, FSB
By: [Signature]
ALAN J. HYATT, President
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
#523730 C777 R03 112:46
12/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

12-5

548 581

279295



Financing Statement

To Be Recorded In:

- Financing (Chattel) Records - Anne Arundel County, Maryland
- Financing (Chattel) Records - State Department of Assessments and Taxation
- Land Records - Anne Arundel County, Maryland

Note: The principal amount of debt secured hereby is: \$ 1,680,000.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

Financing Statement

1. Debtor:
COTTAGE FARM, INC.
a Maryland corporation
Address:
c/o Mr. William H. Natter
2086 Generals Highway
Suite 302
Annapolis, Maryland 21401
2. Secured Party:
Sovran Bank/Maryland
Address:
6610 Rockledge Drive
Bethesda, Maryland 20817-1876
3. Trustee:
Richard J. Hajjar
Alice A. Steely
Address:
6610 Rockledge Drive
Bethesda, Maryland 20817-1876

4. This Financing Statement Covers:
- (a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");
 - (b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");
 - (c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

Non-Standard 2772-0002 (4/89)
Sovran Financial Corporation
Sovran Bank/Maryland

250030

Return to: Tomshard & Park
700 Madison Ave
Annapolis, MD 21401

(d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;

(e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;

(f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;

(g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;

(h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;

(i) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and

(j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.

8. Maturity date of the obligation is stated in the Note.

Debtor:

[Corporation or Partnership]

[Individuals]

COTTAGE FARM, INC.,
a Maryland corporation

_____ (Seal)

_____ (Seal)

By:

William H. Natter, Jr.

Name: William H. Natter, Jr.
Title: President

After this Financing Statement has been recorded, please mail the same to:

548 6-548
EXHIBIT "A"

Anarex, Inc.

Development Services

THE CONCOURSE

303 MARYLAND RT. 3 SOUTH, SUITE 114
MILLERSVILLE, MARYLAND 21108

Phone: 301-987-6901

Fax: 301-987-0589

DESCRIPTION OF 136.75 ACRES OF LAND, MORE OR LESS
COTTAGE FARMS, INC.
FIRST DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a point marking the end of the South 86 degrees 57 minutes West 1,119 foot line of the first parcel of the conveyance from John H. Dennick and Larry Caplan to Cottage Farm, Inc. by Deed dated May 15, 1989 recorded among the Land Records of Anne Arundel County Maryland in Liber 4848, folio 637, said point of beginning also marks the Eastern most corner of "Foxhall Estates, Section One, Plat Six" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 78, Page 45; thence leaving said point of beginning so fixed and running with and binding along the West boundary of the aforesaid conveyance and the East boundary of the aforesaid plat,

- 1) North 12 degrees 07 minutes 29 seconds West 808.44 feet, and
- 2) North 16 degrees 27 minutes 38 seconds West 26.99 feet; thence continuing with the West boundary of the aforesaid conveyance and running with and binding along the East boundary of "Foxhall Estates, Section One, Plat Seven" as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 78, Page 46,
- 3) North 16 degrees 27 minutes 38 seconds West 75.31 feet,
- 4) North 43 degrees 02 minutes 38 seconds West 183.10 feet,
- 5) North 11 degrees 32 minutes 38 seconds West 489.09 feet,
- 6) South 87 degrees 25 minutes 01 seconds West 330.15 feet,
- 7) North 86 degrees 28 minutes 39 seconds West 174.39 feet,
- 8) North 47 degrees 18 minutes 07 seconds West 375.57 feet, and
- 9) South 56 degrees 32 minutes 36 seconds West 244.85 feet; thence continuing with the West boundary of the aforesaid conveyance and running with and binding along the East

- boundary of "Foxhall Estates, Section One, Plat One", as recorded among the Land Records of Anne Arundel County Maryland in Plat Book 78, Page 40, as now surveyed,
- 10) North 16 degrees 25 minutes 47 seconds West 976.51 feet, to intersect the South side of Central Avenue, 60 foot right-of-way; thence running with and binding along the South side of said Central Avenue as now surveyed,
 - 11) Northeasterly 574.31 feet along the arc of a curve deflecting to the left having a radius of 2,232.47 feet, and a chord of North 62 degrees 40 minutes 03 seconds East 572.73 feet to a point of tangency,
 - 12) North 55 degrees 17 minutes 51 seconds East 161.08 feet to a point of curvature,
 - 13) Northeasterly 676.89 feet along the arc of a curve deflecting to the left having a radius of 1,884.57 feet and a chord of North 45 degrees 00 minutes 30 seconds East 673.26 feet to a point of tangency,
 - 14) North 34 degrees 43 minutes 07 seconds East 197.80 feet, to a point of curvature, and
 - 15) Northeasterly 130.43 feet along the arc of a curve deflecting to the right having a radius of 1,223.52 feet, and a chord of North 37 degrees 46 minutes 22 seconds East 130.37 feet; thence leaving the South side of said Central Avenue and running with and binding along part of the South 38 degrees 07 minutes East 465.00 foot line of the 1.465 acre conveyance from Estelle B. Duckett to William W. Neall and Doris M. Neall by deed dated December 26, 1956 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1089, Folio 500, as now surveyed,
 - 16) South 45 degrees 26 minutes 09 seconds East 456.17 feet to a pipe found, thence running with and binding along the first and second lines of the 3.364 acre conveyance from Oscar F. Grimes and Jean W. Grimes to Davidsonville United Methodist Church by deed dated April 16, 1979 and recorded among The Land Records of Anne Arundel County, Maryland in Liber 3191, Folio 865; as now surveyed,

548 588

DESCRIPTION OF 130.75 ACRES OF LAND, MORE OR LESS
COTTAGE FARMS, INC.
November 8, 1989
Page 3

- 17) South 45 degrees 26 minutes 09 seconds East 192.91 feet to a pipe found and,
- 18) North 85 degrees 07 minutes 51 seconds East 210.20 feet to an iron pin found, thence running with and binding along the South 87 degrees 49 minutes East 261.97 foot line of the 1.719 acre conveyance from The Vestry of All Hallows Parish and Armstead S. Wayson to the trustees of Methodist Episcopal Church by deed dated December 28, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2648, Folio 173; as now surveyed,
- 19) North 85 degrees 07 minutes 51 seconds East 262.05 feet to intersect the West side of Birdsville Road, existing 50 foot right-of-way, as shown on State Roads Commission Plat Number 7512; thence running with and binding along the West side of said Birdsville Road (see State Roads Commission Plats 7512, 7513, 7514 and 7515) as now surveyed,
- 20) South 20 degrees 35 minutes 05 seconds East 433.03 feet to a point of curvature,
- 21) Southeasterly 520.42 feet along the arc of a curve deflecting to the right having a radius of 2,839.79 feet and a chord of South 15 degrees 20 minutes 05 seconds East 519.69 feet to a point of tangency,
- 22) South 10 degrees 05 minutes 05 seconds East 1,539.63 feet,
- 23) South 11 degrees 05 minutes 21 seconds East 151.29 feet,
- 24) Southeasterly 150.44 feet along the arc of a curve deflecting to the left having a radius of 1,457.39 feet, and a chord of South 16 degrees 02 minutes 31 seconds East 150.37 feet,
- 25) South 09 degrees 35 minutes 28 seconds East 69.69 feet,
- 26) South 09 degrees 44 minutes 54 seconds East 142.75 feet,
- 27) South 15 degrees 29 minutes 57 seconds East 46.70 feet, and

DESCRIPTION OF 130.75 ACRES OF LAND, MORE OR LESS
COTTAGE FARMS, INC.
NOVEMBER 8, 1989
Page 4

548 559

- 28) South 33 degrees 52 minutes 28 seconds East 19.31 feet, thence leaving said Birdsville Road and running reversely with and binding along the North 86 degrees 21 minutes East 2,160.26 foot line of the 317.856 acre conveyance from Edwin M. Short and Nellie V. Short to Alfred J. Suraci by Deed dated April 4, 1967, and recorded among The Land Records of Anne Arundel County, Maryland in Liber 2056, Folio 147, as now surveyed,
- 29) South 78 degrees 44 minutes 44 seconds west 1,274.32 feet to the point of beginning.

Containing in all 130.75 acres of land, more or less.

Being the same land conveyed from John H. Dennick and Larry Caplan to Cottage Farm, Inc. by deed dated May 15, 1989 and recorded among The Land Records of Anne Arundel County, Maryland in Liber 4848, Folio 637.

Subject to any and all rights to those slope easements as shown on State Roads Commission Plats 7512, 7513, 7514 and 7515 along the west side of Birdsville Road, further subject to any and all right to those slope easements as shown on State Roads Commission Plats 1505 and 1506 along the South side of Central Avenue, Maryland Route 214.

Anne Arundel, MD

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

548 590

Identifying File No. 279296

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bit-Wit, Inc. d/b/a "Computerland Mid-Atlantic" and "Clinton Computer"

Address 7469 Old Alexander Ferry Road, Clinton, MD 20735

2. SECURED PARTY

Name MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.

Address 33 WEST MONROE STREET, 22nd FLOOR, CHICAGO, IL 60603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All accounts and inventory of Debtor, whether now owned or hereafter acquired, together with all proceeds thereof.

Name and address of Assignee

RECORD FEE 13.00

POSTAGE .50

#524200 0777 R03 T15:15

12/05/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

NOT SUBJECT TO RECORTATION TAX

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

05F1747

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

(Signature of Debtor)
Bit-Wit, Inc. d/b/a "Computerland Mid-Atlantic" and "Clinton Computer"

Type or Print Above Name on Above Line

Arthur C. Lundquist 4/17/89 Pres
(Signature of Debtor)

ARTHUR C. LUNDQUIST
Type or Print Above Signature on Above Line

1350

Natalie Heasley Terr. Adm.
(Signature of Secured Party)

MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.
Type or Print Above Signature on Above Line

5L - 591
-592
-593
-594
-595
-596
-597
-598
-599

-600
#s not used

12-5-89

5L' - 591
-592
-593
-594
-595
-596
-597
-598
-599

-600
#'s not used

12-5-89

5L' - 591
-592
-593
-594
-595
-596
-597
-598
-599

-600
#'s not used

12-5-89

5L' - 591
-592
-593
-594
-595
-596
-597
-598
-599

-600
#s not used

12-5-89

5L - 591
-592
-593
-594
-595
-596
-597
-598
-599

-600
#s not used

12-5-89

5L - 591
-592
-593
-594
-595
-596
-597
-598
-599

-600
#s not used

12-5-89

5L - 591
-592
-593
-594
-595
-596
-597
-598
-599
-600
#s not used

12-5-89

5L - 591
-592
-593
-594
-595
-596
-597
-598
-599
-600
#s not used
12-5-89

5L' - 591
-592
-593
-594
-595
-596
-597
-598
-599

-600
#s not used

12-5-89

5L - 591

-592

-593

-594

-595

-596

-597

-598

-599

-600
#s not used

12-5-89

**END
LIBER**